

Condominium Reserves Reference Manual

October 1992

**Hawaii Real Estate
Research and Education Center
2404 Maile Way, B-201
Honolulu, Hawaii 96822**

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Hawaii Real Estate Research and Education Center

2404 Maile Way, B-201

Honolulu, Hawaii 96822

Phone: (808) 956-7892

Condominium Reserves Reference Manual

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Condominium Reserves Reference Manual

This reference manual was developed as part of the Hawaii Real Estate Research and Education Center's ("Center") program of work. The Center assists the Hawaii Real Estate Commission with carrying out the education and research missions of their Condominium Management Education Fund and the Real Estate Education Fund. The cost for the research and publication of this reference manual has been paid from the Condominium Management Education Fund.

This manual has been prepared as a reference source and should be used in conjunction with a companion workbook for a more complete understanding of the subject. Workbooks will be provided at the seminars on this subject. Subsequent to the seminars the workbook will be available for purchase from the Hawaii Real Estate Research and Education Center, 2404 Maile Way, Room B-201, Honolulu, Hawaii 96822.

This reference manual, adapted from the California Reserve Manual, includes the results of information gathered from local focus groups, and industry professionals. Their experiences, opinions, and respective survey responses have been reviewed, considered, and where appropriate have been incorporated into the manual.

This publication is designed to provide general information in regard to the subject matter covered. It is distributed with the understanding that the publisher, authors, contributors and editors are not engaged in rendering legal, accounting, engineering, appraisal, construction, or other professional services herein. The Center makes all reasonable efforts to provide the users of this manual with the most current information and materials. However, research, law, and industry practices change rapidly. Therefore, readers are advised to take reasonable steps to update the information and materials prior to their use.

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All procedures discussed in this manual are suggestions only and all forms included in the manual are only a sampling of forms that are being used in the industry. Changes to the forms and procedures where possible must be made depending on the specific circumstance of each case. The authors, editors, publisher, and contributors specifically disclaim any liability, loss or risk incurred as a result of the use and application, either directly or indirectly, of any advice and information contained in this publication, whether or not negligently provided.

The law¹ specifies that the condominium association perform a reserve study. However, the law does not prohibit the association from hiring or retaining an expert individual, condominium managing agent, or firm to perform the reserve study. Nevertheless, by following the suggestions set forth in this reference manual together with the accompanying workbook, Associations should understand how to perform a reserve study. More importantly, if an Association hires an expert, the Association will know what is expected of the expert.

¹ §514A-83.6, Hawaii Revised Statutes as amended (SLH 1992).

A reserve study provides a current estimate of the costs of repairing and replacing the components of the association property (such as roofs or pavement) over the long-term. The study simply involves determining: (i) what components of the association property,² the association is obligated to maintain, repair and replace (ii) how long those components will last before work is required; and (iii) how much the work will cost when it is eventually required. Finally, the association must decide how to fund the cost of the work. Ideally, all major repair and replacement costs will be covered by funds set aside by the Association as replacement reserves for anticipated predictable expenditures.

Throughout this manual references are made to the Hawaii Real Estate Commission's study and research of DRAFT OF PROPOSED RULES. At the time of the publication of this manual, the Hawaii Real Estate Commission has not adopted any rules to implement the replacement reserves requirement. Thus, the DRAFT OF PROPOSED RULES included in this manual have no effect of law and are not binding. However, the DRAFT OF PROPOSED RULES have been included in this reference manual for information only and to solicit the readers comments about them. Comments may be sent directly to the Condominium Specialist at the Hawaii Real Estate Commission at 250 South King Street, Room 702, Honolulu, Hawaii 96813.

Throughout this manual, references have been made to names of specific individuals, organizations, or firms. The Center makes these references in keeping with the spirit of "academic discourse and freedom." The references made are not endorsements by, or opinions by the Center of any particular professional service, individual, firm, or organization. In some instances, the individuals, organizations, or firms are regulated by the State of Hawaii or other regulatory agencies and may require licenses to render professional services. As a good practice, readers are advised, should they intend to engage the services of a professional, to make the appropriate inquiry and investigation into the license status of the individual, firm, or organization.

The State of Hawaii Real Estate Commission does not necessarily endorse or approve of the views, opinions, findings, or conclusions set forth in this reference manual. Additionally, the manual may not reflect the position of the Department of Commerce and Consumer Affairs.

State of Hawaii.

September 18, 1992

Hawaii Real Estate Research and Education Center

2 "Association property," is generally defined as those parts of a condominium project which an association is obligated to maintain. These parts include, but are not limited to:

- common elements of the project as determined from the project's declaration and by-laws, and any master deed, restrictive covenants or other documents affecting the property;
- any real property which is not part of the common elements, but which is either owned or leased for a term of more than one year by the association, such as a manager's apartment purchased by the association after the project was developed;
- any personal or movable property owned or leased for a term of more than one year by the association; and
- any fixtures owned or leased by the association. "Association property" does not include any part of the project which is "exempt association property" or which is less than all owners are obligated to maintain, such as apartments or certain limited common elements.

Acknowledgements

This is not an exhaustive listing of all who participated in one way or another in this educational project. The Center extends a warm mahalo to all those unsung contributors who are not listed here, but have in one way or another, contributed to this educational project.

The Hawaii Real Estate Research and Education Center acknowledges the following agencies, organizations, and individuals for their contributions to this reference manual. Their generous sharing of time, information, and experience has contributed much towards the mission of the Condominium Management Education Fund.

California Department of Real Estate

Hawaii Real Estate Commission

Stanley Kuriyama Esq., Chair, Condominium Review Committee

Carol Mon Lee, Esq. Chair, Condominium Governance Sub Committee

Hawaii Real Estate Commission Staff:

Calvin Kimura, Supervising Executive Secretary

Stephen Okumura, Condominium Specialist

Vickie Shiroma, Condominium Project Specialist

Benedyne Stone, Condominium Specialist;

Mazie Hirono, House of Representatives, State of Hawaii

Michael Crozier, The Senate, State of Hawaii

Robert L. Ackerson, Devereux/Ackerson Inc.

Ralph Ahles, Discovery Bay

Mary Ananian, Fairway Villa Condominium

Association Reserves Inc

Barbara Anderson, Chaney Brooks & Company

Bonded Materials Company

Keith Burley, KBR Management & Realty, Limited

Jonathan R. Carr, CPA

Aaron M. Chaney, Chaney, Brooks & Company

Herbert Chock, Herbert Chock & Associates, Inc.

Kenneth Chong

Elroy Chun, Building Industry Association of Hawaii

Jerry Cusimano

Jeff Darr, Chaney Brooks & Company

Bill Denison, W.E. Denison Corp

James F. Dolim

Tim Framrose, City Properties

Mitchell H. Frumkin, Kipcon Incorporated

Lowell D. Funk
Louis Garcia, Mahaha Valley Towers
Richard Gourley, Hawaiiana Management Company
Wright Hiatt
Len Kacher, Realty Management Corp
Kenneth Kanehiro
Ron Knaack, Interstate Energy Savers, Inc.
Jan Kobayashi, Oshima Chun Fong and Chung
Collette M. Krohne, Makaha Valley Towers
Phillip Lahne, Esq., Dinman Nakamura Elisha & Nakatani
Aimoku Mc Clellan, Housing Finance and Development Corp.
Milton Motooka, Esq., Iwai Motooka and Goto
Joyce Neeley, Esq
Ruth Okada, Aston Hotels and Resorts
Bob Paris, Touchstone Properties
Jim Porbaugh, Marco Polo
Richard Port
Agnes Ringle, H.C.A.A.O.
Diane Swenson, Pacific Basin Management Corporation
Joe Y. Tanaka, Heide & Cook, Ltd.
W. Blythe Thomas
Chuck Whalen, Touchstone Properties Ltd.
Fred R. White, Architects Hawaii, Ltd.
David Wong
Richard Yamasaki, Ind-Comm Management
Sandy Young, Honolulu Mortgage Co., Inc.

Credits

John A. Morris, Esq. Associate
Iwai, Motooka & Goto, Attorneys-At- Law;
Consultant to HREREC on condominium reserves

• • • • •

Dr. Nicholas Ordway, Director
Hawaii Real Estate Research and Education Center
College of Business Administration, University of Hawaii

Cynthia M.L. Yee, Esq,
Condominium Management Education Coordinator/Real Estate Specialist
Hawaii Real Estate Research and Education Center
College of Business Administration, University of Hawaii

Alicia Oh, Assistant Director
Hawaii Real Estate Research and Education Center
College of Business Administration, University of Hawaii

I. Introduction

Act 189 (Session Law Hawaii 1992) clarified Act 132 (Session Law Hawaii 1991) by amending §514A-83.6, Hawaii Revised Statutes. Basically, Act 132 (Session Law Hawaii 1991) was enacted to ensure that Condominium Associations have adequate funds on hand for repairs and replacement of their components as needed. The law³ defines “replacement reserves” to mean funds for the upkeep, repair, or replacement of those parts of the Association’s property, including, but not limited to roofs, walls, decks, paving, and equipment, which the Association is obligated to maintain.

Generally, Associations with adequate replacement reserves⁴ avoid having to:

- (1) defer needed repairs or replacement of common elements; and
- (2) impose large special assessment on owners to pay for needed repairs and replacements.

The Legislature believed that mandated adequate replacement reserves results in fairness to all owners who receive the benefit of the common elements. However, the Legislature mandated only a bare 50% minimum reserve requirement. Associations should consider, as a better reserve practice, adopting a higher or 100% reserve requirement.

Act 189 (Session Law Hawaii 1992) among other provisions, requires Condominium Associations with inadequate reserves, by January 1, 2000, to come up to the minimum funding standard of fifty percent (50%) of the full amount required to fund the estimated replacement reserves. Specifically, §514A-83.6, Hawaii Revised Statutes as amended, requires among other things, that the Association’s Board of Directors prepare and adopt an annual operating budget and distribute it to owners. The law requires the budget to include, among other requirements:

- the estimated replacement reserves that will be required to maintain the Association property based on a reserve study performed by the Association;

3 §514A-83.6, Hawaii Revised Statutes as amended.

4 “Adequate replacement reserves” is generally defined as replacement reserves for an asset equal to the product of:

- 1) the projected capital expenditure or major maintenance required for the asset at the end of its estimated useful life; and
- 2) A fraction which as its numerator and denominator, the asset’s estimated age and estimated useful life, respectively.

The total of the adequate reserves for each asset shall be an adequate replacement reserve for the association.

- the amount the Association must collect for each fiscal year to fund the estimated replacement reserves based on a reserve study performed by the Association; and
- a plan for funding future replacement costs of Association property components (roofs, exterior paint, and so on).

This manual is intended to assist Boards of Directors in:

- ◆ preparing the reserve study portion of an Association's annual operating budget;
- ◆ developing a funding plan for establishing adequate replacement reserves;
- ◆ developing a plan to assist Associations in raising their inadequate reserves to at least the minimum required fifty per cent estimated replacement reserves funding requirement;
- ◆ developing a plan to assist Associations with exceeding the minimum estimated replacement reserves funding standard; and
- ◆ assisting buyers in understanding the financial implications of an Association's replacement reserve funding.

Specifically, the guidelines discussed in this manual should enable readers to answer the following questions:

1. How do reserves fit into the overall financial plan, from the perspective of the statute, condominium owner, board member, absentee owner, and mortgage underwriter?
2. What are the steps in doing a reserve study?
3. What are the steps in conducting the component study part of the reserve study?
4. What is involved in developing the funding part of the study?
5. What methods are available to Associations for funding the required reserves?

6. Should the Board of Directors approve of collecting more than the required minimum funding of the full estimated replacement reserves?
7. The necessity of an annual update of the reserve study?
8. How do Boards hire qualified professionals to perform reserve studies?
9. What are the “red flags” that signal potential problems with the reserve study?
10. What are some of the special issues relating to the ascertaining and funding of the estimated replacement reserves?

The guidelines discussed in this manual were developed with the assistance of many industry professionals and the participation of Board members and Condominium Managing Agents. The information and materials described in these pages have been, in parts, excerpted, with permission from the *Reserve Study Guidelines for Apartment Owner Association Budgets (June 1990, published by the California Department of Real Estate)*. That study was developed from examples of current reserve studies, and from the comments and suggestions of California industry leaders. In adapting that study for Hawaii’s Condominium Associations, the Hawaii Real Estate Research and Education Center (“Center”) examined examples of current Hawaii reserve studies, and sought comments and suggestions from Hawaii industry leaders.

In considering the suggestions presented here, a Board should consult with its own Association’s registered condominium managing agent, its own attorney, accountant, and other advisors, as necessary.

II. How Do Reserves Fit into the Overall Financial Plan?

A reserve study provides a current estimate of the costs of repairing and replacing components of the Association properties (such as roofs or pavement) over the long-term. The study simply involves determining:

- (i) what assets the Association is obligated to maintain, repair and replace;
- (ii) how long those assets will last before work is required; and
- (iii) how much the work will cost when it is eventually required.

Ideally, all major repair and replacement costs will be covered by funds set aside by the Association as replacement reserves for anticipated, predictable expenditures.

Because the Board has a fiduciary duty to manage Association funds and property, a reserve budget is very important. Not only does this information supplement the annual operating budget in providing owners with financial information; the reserve study is an important management information tool as the Association strives to balance and optimize long-term property values and costs to the owners. As part of the larger financial health picture, the annual audit of the Association financial accounts will note whether the Association's reserve accounts is underfunded and by how much.

For buyers, understanding the reserve study is an important part to valuing a condominium apartment unit. For Association members, reserve planning helps assure property values, by protecting against declining property values due to deferred maintenance and inability to keep up with the wear of the components.

A good reserve study shows owners and potential buyers an accurate and complete picture of the Association's financial strength and market value. The reserve study should disclose to buyers, lenders, and others the manner in which management of the Association (e.g., the Board and outside management, if any) is making provision for non-annual maintenance requirements. Preparing a reserve study calls for explicit Association decisions on how to provide for long-term funding, and the extent to which the Association will set aside funds on a regular basis for non-annual maintenance requirements. The replacement reserves relate to operations budgeting in two important ways:

- 1) the annual operating budget will include planned replacement reserves funding and the estimated replacement reserve amounts for the year; and

- 2) the reserve estimates depend on assumptions about the Association's maintenance program, and maintenance expense is a part of the operations budget.

It is important that Association members understand the difference between operating and reserves expenses. Boards should establish policy to distinguish between estimated replacement reserves expenses (funded from the replacement reserve account) and operating expenses (funded through the operating budget).

In condominium projects, the following division of maintenance and replacement responsibility is typical, although actual items included in each category will vary according to each Association's physical plan and governing documents:

- ☐ Individual responsibility for maintenance
- ☐ Association responsibility for day-to-day maintenance of common elements and other Association properties
- ☐ Association responsibility for non-annual maintenance and replacement of common elements and other Association properties
- ☐ Association responsibility for improvements

Individual apartment owners are responsible for maintenance of their own apartments. Certainly, this includes maintenance of interiors of the apartment units themselves; the carpeting, interior paint, kitchen counters, etc. are typically the separate responsibility of the apartment owner.

Individual and Association maintenance and replacement responsibilities can interrelate. For instance, individuals in their private apartments are responsible for periodic replacement of the caulking around the bathtub. Failure to replace caulking may result in moisture intrusion into walls and subflooring, and eventually damage to the common area structure of the building, or another apartment.

The Association maintains the common elements, which typically include landscaping, recreation facilities, parking areas, drainage gutters, outdoor lighting, public or "common" property. Day-to-day maintenance for these items is the responsibility of the

Association, and provision for this maintenance is frequently the largest category of expense in the operating budget. Individual owners, while not directly responsible for day-to-day maintenance, do have responsibility for obeying rules and regulations pertaining to the use and protection of Association property including their common elements. **Unfortunately, some owners do not realize their Condominium Association responsibilities or the fact that damage to Association property including their common elements, can result in direct costs to all apartment owners through assessments.**

Association improvements can be considered a special category of expense. If there is an addition to the common area not planned in the original development, the Association may elect to fund and make the addition. Improvements are typically one-time additions; once a part of the common elements, the improvements require both day-to-day maintenance and provision for repair and replacement.

Clear distinctions must be made between the private property of individual owners, and the property and common elements for which the Association is responsible. Ideally, Association governing documents should distinguish that which is individual private property from that which is Association property. However, sometimes the status of components of the Association property are not identified, or are identified erroneously. There are some components that are not mentioned in the Association governing documents (e.g., chandeliers) or for which responsibility is not defined in the documents. If the governing instruments do not allocate these responsibilities clearly, the Association may consider:

- following the procedures of Chapter 514A, Hawaii Revised Statutes, the project's declaration and by-laws, and any other document, and adopting a policy resolution allocating responsibility for the component part; and
- amending the Association governing documents accordingly.

III. What Are the Steps in Doing a Reserve Study?

The reserve study shows an Association how much money will be needed for long-term repairs and replacements. The term “reserve study,” or estimate of “replacement reserves,” calls for two distinct types of work, although both types may be included in one work product:

- **a component study**, which involves identifying and describing the components of the Association’s properties, their total estimated cost to replace and their estimated (total) useful and remaining lives; and
- **a funding study**, which incorporates the information from the component study into a long-term plan for funding Association replacement reserves.

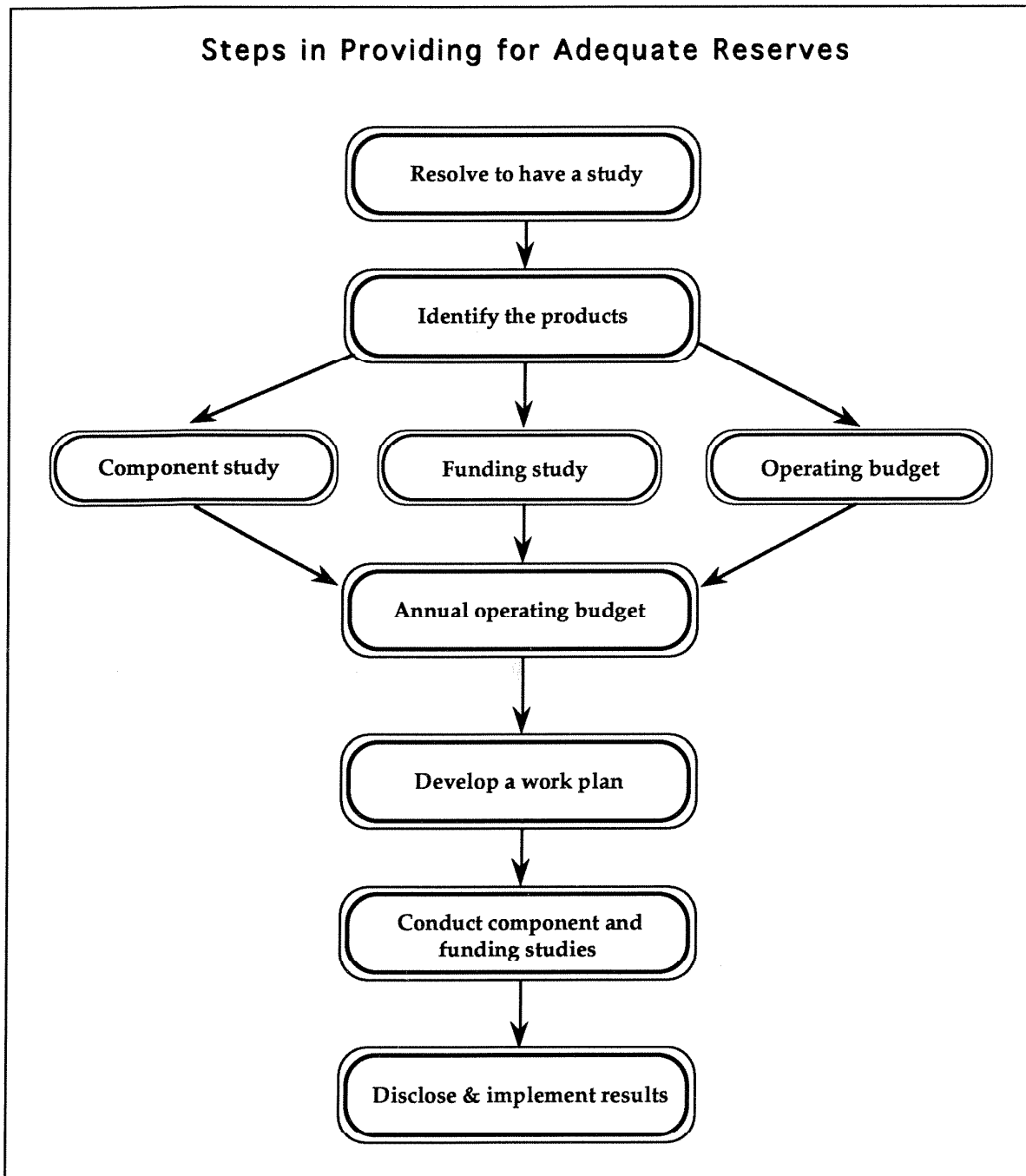
The objective of the funding study is the establishment of a long-term funding program that, along with other specific requirements, is disclosed in the annual operating budget.

Many condominium owners or buyers assume that their reserve requirements have been adequately established because developers prepare a breakdown of annual maintenance fees and the monthly estimated cost for each apartment as part of the project registration process. The information is used to estimate the monthly maintenance for each condominium apartment.

These estimates reflect proposed maintenance fees for routine operating expenses and may relate only to certain components (e.g., roofing, painting, paving, etc.). The study should not rely on these amounts or information. Some components may not have been listed even though the Association must repair and or replace them. A walk around and through the condominium project may uncover these overlooked components. When Associations compare the amounts on these worksheets to their true reserve responsibilities, they often find that the worksheets needs substantial modification.

Exhibit 3.1 shows the major decisions an Association Board should make to produce estimated replacement reserves information.

Exhibit 3.1



STEP 1 Resolve to Have a Reserve Study

The Board should pass a resolution (see *Appendix A* for a sample resolution) that a reserve study shall be performed and that the Association is committed to taking the necessary steps. A new Association may initiate the study process as soon as the owners take control of the Association from the developer, so that the new Board can independently determine the long-term funding requirements. However, the law permits new Associations created after January 1, 1993 to delay the collection of estimated replacement reserves until the fiscal year after the year of the Association's first annual meeting.

This study may be performed by persons who are independent of the developer, in order to provide the Association with a "second opinion" about the reserve contributions. However, the law does not require that an independent person conduct the study. The law provides that Associations conduct the reserve study. Associations may engage the Association's Condominium Managing Agent or hire an independent party to conduct the study. These are decisions which the Board of Directors must make.

STEP 2 Identify the Work Products

In general, a component study, a funding study, and the text and exhibits to be included in the reserve study portion of the annual operating budget will satisfy the Statute. These should also provide sufficient detail for long-term Association financial planning. As will be discussed in Chapter 5, the annual operating budget must also disclose other important information about reserve funding and obligations to apartment owners and potential apartment owners.

An Association Board may contract for the preparation of the component study, funding study, or operating budget by professionals. Another option is for the Board to perform part of the work and hire a professional to do the rest. It may decide to produce one or more of these products itself with the assistance of the Association's condominium managing agent.⁵ Committees may be useful for

⁵ Chapter 6 will discuss the option of hiring professionals for some or all of the reserve study tasks. Chapter 6 will also discuss how reserve committees comprised of apartment owner volunteers may assist with the study and acceptance of the subsequent assessment.

some Associations. In others, use of committees may not be permitted by their declaration, by-laws, or by their insurance coverage. Associations are advised to investigate whether use of committees is permitted by their declaration, by-laws, house rules, insurance coverage, etc..

STEP 3 Develop a Work Plan

Before conducting a reserve study, an Association Board should develop a work plan specifying the tasks to be performed. The work plan should establish:

- 1. the types of components to be included or excluded in the study;**
- 2. the timeframe for funding estimated replacement reserves;**
- 3. the methods for collecting the required reserve monies.**

STEP 4 Budget Available for Conducting the Study

The fourth consideration will be the amount of money available for the conduct of the initial study. In smaller Associations, budget limitations⁶ may prevent the hiring of outside professionals to conduct the study. Some Associations look to their condominium managing agents for guidance in conducting the reserve study. Condominium managing agents who are familiar with the maintenance history of the project, and who possess estimating and accounting skills may be qualified to conduct the study. Some Associations look to a qualified Board appointed volunteer committee to conduct a reserve study.

A word of caution about these committees namely, Associations may be prohibited by their by-laws, declarations, insurance coverage or previous Board actions from utilizing the volunteer services of such a committee.

⁶ Boards can decide to assess for the cost of hiring outside professionals to perform a study.

Boards should investigate and examine this issue carefully. Assuming an Association is permitted to use the volunteer services of such committees, see *Appendix B* for suggestions in getting such a committee started.

STEP 5 Conduct the Component and Funding Studies

The Board should review certain documents for purposes of compiling a list of the component parts of the Association's properties. A key document to be examined is the condominium project declaration. The declaration contains, among other items of information, a description of the common elements which the Association is obligated to maintain, repair and replace. Other documents that should be examined include, but are not limited to: the condominium's master deed or lease, restrictive covenants, by-laws, board minutes, maintenance records, warranties, developer's disclosure abstract, public reports, the most accurate existing drawings of the development, and the maintenance history of Association property. If floor plans or "as-built" drawings exist, these are the sources of information about the nature of the components. The maintenance history obtained should include the actual dollar cost figures of that maintenance. If the Association does not already do so, it may wish to create a "permanent" maintenance history file for each component. Chapters 4 and 5 describe the conduct of the component and funding studies in detail.

STEP 6 Accept, Disclose, and Implement the Results

It is the responsibility of the Board to review and accept the reserve study and incorporate a summary of the long-term funding plan, and certain other information, in the annual operating budget, as required in §514A-83.6, Hawaii Revised Statutes. It is also the Board's responsibility to assess apartment owners in amounts indicated by the Association's reserve study.

This chapter has provided an overview of the entire reserve study process. Since Step 5 is an important phase of the reserve study, chapters 4 and 5 will examine Step 5 in greater detail.

IV. What Are the Steps in Conducting A Component Study?

The component study lists and estimates replacement costs and timing for replacement of the components whose repair or replacement is to be funded through Association reserves. The study determines when such repairs or replacements will be needed and what they will cost. The major steps in conducting a component study are shown in **Exhibit 4.1**.

There are some firms in Hawaii that perform these studies for Condominium Associations. The explanation provided in this reference manual about how to perform a component study will help Associations to perform the study or to contract for this service and to interpret the study results. For Associations which cannot, or do not wish to hire a component study preparer, this explanation will provide guidelines for Board members to perform their own component study (additional discussion on hiring professionals is included in Chapter 6). Some Associations rely on their Condominium Managing Agent to conduct the component study. However, Condominium Managing Agents should be knowledgeable and have the required estimating and accounting skills to conduct the study.

The Goals of a Component Study

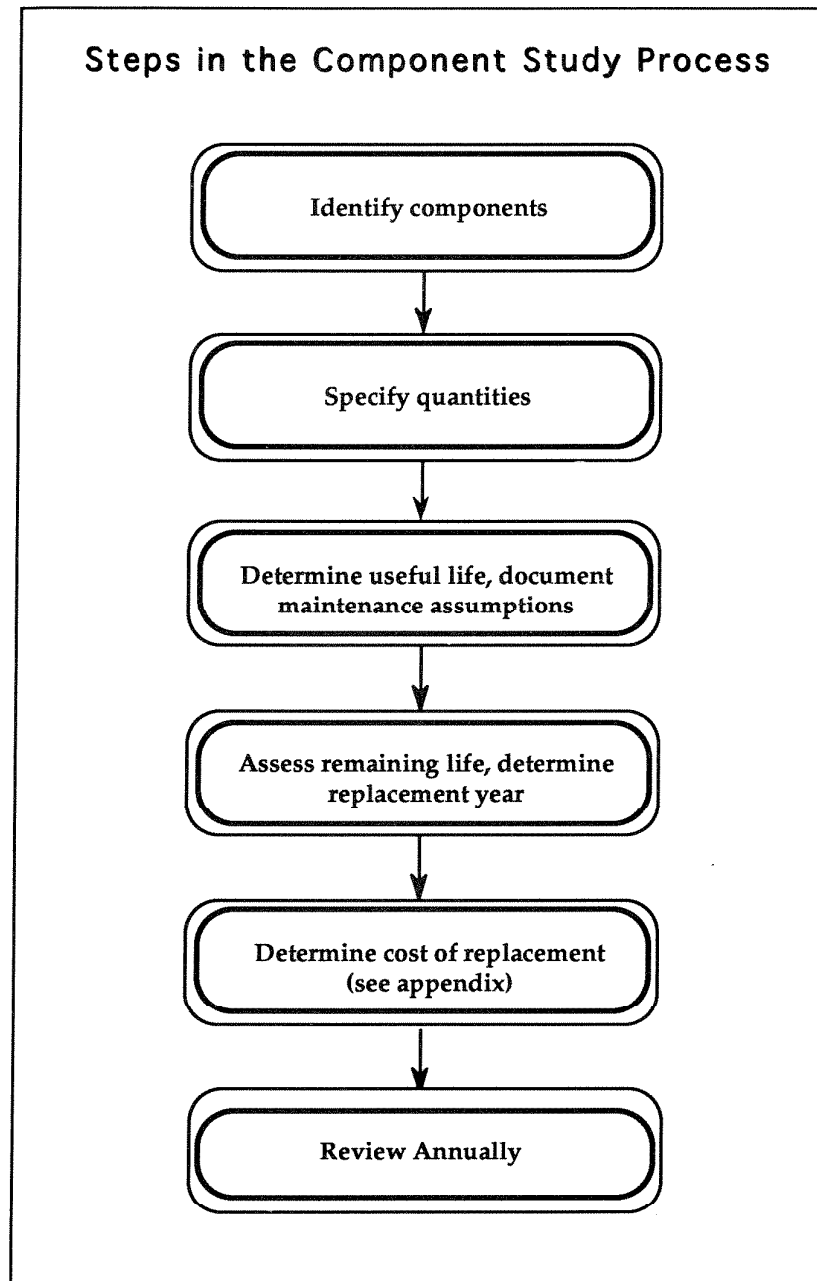
- estimate useful and remaining lives of the components
- estimate current capital expenditure or major maintenance required for replacement of Association components

A. Identifying Components

For each Association, the exact list of components is unique. Although lists from other Associations or industry publications (including this one) may serve as a general guide, they are rarely usable without modifications and additions.

An inaccurate or incomplete list of components can materially distort the Association's long-term plan.

Exhibit 4.1



An Association may find that, despite their existence, an item such as a sidewalk or set of balconies has not been mentioned in either the declaration, restrictive covenants, master lease, deed, public reports, by-laws, house rules or the developer's disclosure abstract. A walk around and through the project by knowledgeable persons should result in a comprehensive list of reserve items for which the Association is, or might be responsible.

Local governments and utility companies can often help define Association components by stating where their responsibility ends and that of the Association begins. For example, the developer's budget and the declaration, restrictive covenants, by-laws, house rules, or disclosure abstract may be unclear about whether the sidewalks along the edge of a development belong to the Association or the city. If the former, then these sidewalks are components which, at some point in time, should be included in the reserve budget; if the latter, then the Association need not budget for their repair or replacement.

1. Choosing Which Components to Include

After adopting a resolution to conduct a replacement reserve study, the Board should identify those components of the Association which it is obligated to maintain. *Unfortunately, there is often no one document with a comprehensive list of components.* As a result, it is not easy to identify Association components accurately, although it is essential that the Association develop an accurate list of all items for whose repair or replacement it must budget.

A Board may begin the identification process by examining the following documents for descriptions, or statements about such components:

- a. **the condominium declaration, especially the declaration's description of the condominium's common elements;**
- b. **the master deed or lease, public report, developer's disclosure abstract;**
- c. **the covenants, conditions, restrictions, and other agreements affecting the property;**
- d. **the by-laws, house rules, board resolutions, minutes of board actions, records of purchases and any other documents**
(See sample covenants, conditions, by-laws, board resolutions, etc. in *Appendix C*).

The exact list of the Associations' components depends upon the physical characteristics of the individual project as well as upon the legal division of responsibility between the apartment owner, the Association, and the local government. *Appendix D* provides a list of items that might be listed for purposes of calculating the amount of the required Association reserves. This list is not exhaustive, but does include many of those that would commonly be found.

The Boards may also be guided in the identification process by the statutory definition for "replacement reserves." This definition includes as Association components those parts of the condominium property requiring upkeep, repair, or replacement including but not limited to common elements such as roofs, walls, decks, paving, and equipment which the Association is obligated to maintain, repair or replace.

The end product of the identification process thus results in a list of components as follows:

- a. common elements of the project as determined from the project's declaration, by-laws, master deed, restrictive covenants and other agreements affecting the property;
- b. any real property which is not part of the common elements but which is either owned or leased for a term of more than one year by the Association, such as a manager's apartments purchased by the Association after the project was developed;
- c. any personal or movable property owned or leased by the Association for more than one year; and
- d. any fixtures owned or leased by the Association.

Often overlooked by Associations are those component parts discovered only from a walk around and through the condominium project or from the Associations records of purchases. These overlooked parts should also be included in the component listing.

2. Choosing Which Components to Exclude:

The same documents used to identify component parts for inclusion in the reserve study also may make clear as to what components should be excluded from the study.⁷ **In circumstances where the Association's documents fail to clearly identify a component part as Association property, the Board may adopt a policy resolution allocating responsibility for that part to the Association, or to an individual owner or owners. The board's policy should be documented and the documentation should indicate whether the component is part of the Association property and who is responsible for the maintenance and replacement of the part.**

Generally, components are excluded in two situations:

1. When the individual apartment owner and not the Association, is responsible for the component replacement; or
2. When the component may lasts for the life of the building. **(Note: at some point in time excluded components, approaching the time for replacement, become components to be included in the reserve study.)**

The Commission is studying and researching a definition for "Exempt Association Property." This definition under study may provide guidance as to what Association's components may be excluded from the study. The definition under study excludes all properties:

- (1) which at the end of their estimated useful life will require capital expenditures or major maintenance of less than \$1,000 or 0.1% of the Association's annual operating budget, whichever is greater;

7 Limited common elements include common elements. §514A-3, HRS. Thus, it appears that limited common elements should be included in the component study. Common expenses are charged to the apartment owners, including the developer, in proportion to the common interest appurtenant to their respective apartments; ... limited common elements costs and expenses including, but not limited to, maintenance, repair, replacement, additions and improvements are charged to the owner of the apartment to which the limited common element is appurtenant...§514A-15(a) HRS.

Note, however, that the declarations of certain older projects state that the costs and expenses of limited common elements are common expenses. It is not clear whether §514A-15(a) will override those declarations."

or

- (2) components of the Association which have an estimated remaining life of more than 20 years. Any component which because of the passage of time ceases to be exempt shall become Association property.

Whatever the Board decides, the documentation of the reserves and the assumptions that are an integral part of the study should include appropriate disclosure of such. Any information distributed to apartment owners should disclose which of these items were included and which excluded and the reasons for the decision. See *Appendix E* for Components Frequently Overlooked.

3. Time Frame

Professionals disagree on the appropriate time frame for a reserve study. A good rule of thumb is to forecast for a time period that will include the replacement year of a component with the longest estimated useful life. Professionals generally recommend that the study include all components that will fail before the building itself. "Life-of-the building" components (such as the building foundation and structure) are generally omitted from the reserve study budget. **However, if there is reason to expect the item to wear out before the building does and if due to the age of the apartments, the item may wear out within the time span of the reserve study, then that item (e.g., the electrical or plumbing system in a condominium) should be included as a reserve study component.** Obviously, the ability to estimate accurately is more reliable in the near term. Estimates of costs that are 20 to 40 years away are at best an educated guess. However, a reserve study is incomplete and may be misleading unless it covers the life of the longest-lived component. Since studies should be reviewed annually as a part of the Association's regular budget cycle, estimates can be updated as necessary.

Subject to further study and research, the Center is suggesting that any Association property component with an estimated useful life of 20 years or less be included in the reserve study.

B. Specifying the Quantity of Each Component

Although existing condominium file plans, maps, and construction drawings of the development may serve as a guide to component quantities, a detailed site (including the walk around and through the project) and building analysis is the best way to obtain an accurate count of these items. For some components (e.g., streets, roofs, fences) the square or linear footage must be measured in order to describe the quantity while for other items (e.g., utility room doors) it may be sufficient to know the number required. Floor plans, and “As-built” drawings are an excellent source of information for these⁸ quantities, but in their absence, the items should be accurately measured.

For components of the Association that are actually made up of a number of items, the nature and quantity of the constituent parts should be stated (e.g., the metal flashing for a shake roof as well as the square footage of shingles). It is common to neglect the “extra” pieces that are, in fact, necessary to the construction of such essential items as roofs, siding, and irrigation systems.

Once the quantity and constituent parts of the components of the Association are detailed, it is necessary to consider the quality and specifications of those parts. (Is the asphalt two inches thick or four inches? is it a two-ply roof?...what grade paint was used?) An accurate description of the materials is essential to determining adequate reserves.⁹ If significant in dollar amount, quantities of the same type of component existing in very different conditions should be noted separately (e.g., the square footage of siding with western or southern exposures as compared to the square footage with eastern or northern exposures).

C. Determining the Useful and Remaining Life of Each Component of the Association

“Estimated useful life” is generally defined as the period: (1) a new component, or (2) an existing component which has been newly restored or refurbished, will serve its intended function without requiring capital expenditures or major

8 The construction drawings filed when the development was begun usually represent builder plans rather than the development as actually built. As such, they are useful but should be verified by physical inspection. The practice of requiring construction drawings as part of the condominium project registration has been replaced by the procedure requiring the filing of condominium maps.

maintenance. When the Association fails to provide proper maintenance, such as dealing effectively with the presence of wood-destroying pests or organisms such as termites, then it may become difficult to determine the “estimated useful life.”

Another estimate of useful life is the material manufacturer’s warranty or the life reported by the material manufacturer’s representatives. This estimate presumes (usually in writing, in the fine print of the warranty) that the product was actually installed with the purported quality of materials and according to the manufacturer’s specifications. (Some Associations have found that their alleged “twenty-year roofs” were in fact installed with inferior materials or with inferior workmanship, making the effective useful life substantially shorter.) When no knowledgeable inspection is made of the materials and installation, the manufacturer’s warranty may not be an accurate description of the estimated useful life of the component.

Appendix F lists a number of research sources for estimates of average estimated useful life for a number of major Association components. Some commercially available manuals also have estimates of useful life. However, published data may not be consistent with the location, exposure, or type of a particular component. **For these reasons, the information reported in *Appendix F* should be weighed together with the information in *Appendix G*.** The estimated life, for example, of a roof as predicted from national data may well be lower than that of a roof on a street in the comparatively humid, rainy, climate of Hawaii. The estimated life of exterior paint as predicted from national averages may be higher than that of paint on buildings located in windy, salty or coastal areas of this state. Similarly, paint on western or southern exposures weathers faster in sunny climates, reducing the estimate useful life of a paint job and particularly reducing it for certain walls. **In using published estimates, it is necessary to consider how the specific case in question may differ from the average case considered by the manual’s author.** Useful life estimates vary considerably from manual to manual, so consulting more than one manual may minimize the risk of under- or over-estimating the useful life of a major component. In any case, the source(s) of component estimates should be identified specifically.

9 While the Association may wish to change the quality of the asset at the time of replacement, this is a separate decision. The law may limit upgrades with the prior approval from a percentage of the apartment owners as provided in the declaration. §514A-11(12) HRS

“Estimated remaining life” is generally defined as any period: (1) which is shorter than the estimated useful life of an component; and (2) for which the component will continue to serve its intended function without requiring capital expenditures or major maintenance. If the development is new and the developer-prepared maintenance and description of warranties are correct, the remaining life might be estimated simply by subtracting the age of the development from the “estimated” useful life of each component of the Association. The older the components the less accurate this method will be.

Some of the factors that affect the “estimated remaining life” of a component are their **current age, apparent physical condition, and past maintenance (or absence of maintenance)**. The current age of the component should be easily determined from Association records. The apparent current condition must be determined through physical inspection, preferably by someone familiar with the component. Records of past maintenance must be compared with recommended maintenance in order to determine whether the item has been properly maintained or may wear out sooner than expected due to inadequate care.

Word of Caution: In determining the “estimated” remaining life of an component, *a certain level of continued preventive maintenance is assumed*. These maintenance assumptions should be stated explicitly so that proper maintenance can be continued throughout the component’s remaining life.

The “estimated remaining life” of a component implicitly specifies the year in which it must be repaired or replaced. A budget timeline can be used to show the year of estimated replacement for each component. This timeline can serve as a schedule for expected components replacements and can be updated or changed when the component study is updated or as components last for shorter or longer periods than expected. **Exhibit 4.2** shows the year of replacement for two components in a condominium complex that is five years old, as well as the information needed to determine the replacement year.

Exhibit 4.2

Determining the Replacement Schedule				
Component	Age in Years as of 12/31/88	Estimated Useful Life	Estimated Remaining Life	Year to Replace
Painting	3	5	2	1991
Paving	4	7	3	1992

D. Determining the “Estimated” Cost of Replacement

Estimated replacement costs may be obtained from manufacturers or their representatives on some items, from vendors, and local licensed contractors on others. ***It is important to remember that the cost of the component replacement should also include the cost of removing the existing component.*** See *Appendix F* and *G* for beginning points in researching estimated replacement costs.

There are a number of recognized cost estimating manuals available with pricing information that can be used (e.g., R.S. Means Company, Inc., F.W. Dodge, Lee Saylor, Inc.) See *Appendix G* for a list of more resources for pricing information for Hawaii. Most professional component study preparers obtain their initial replacement cost estimates from such manuals. Cost estimates are generally comparable among manuals **intended for the same geographic area**, so there is less need to consult multiple manuals for cost estimates than for estimates of useful life. However, there are some cautions to be observed in using these manuals to determine costs.

It is important to determine the specific geographic area for which the manual offers a cost average. If the manual has national averages, it probably underestimates the cost of labor for the different islands. If the manual has statewide or national averages, it probably underestimates the cost of labor in rural areas by a large factor. See *Appendix G* for a **sampling** of information about Hawaii specific cost average.

It is also important to determine the base year in which the manual's cost estimates were made. The current cost of replacement for Association Components is not the cost shown in the manual, but should be adjusted for inflation since the time the cost data were obtained.

E. Using Component Data to Establish an "Adequate Replacement Reserve"

Once the charts of estimated replacement schedule and estimated future replacement costs are completed, the component study of the replacement reserve study is finished. The next step is to figure out how much will be spent in each year for all components, and that step is a part of the funding study.

F. Documenting Maintenance Assumptions

An important adjunct to determining the estimated useful life and remaining useful life of a component is to document the type and schedule of maintenance that is assumed for the component to survive that life. For example, if the twenty-year life expectancy of a roof is based upon annual cleaning of roof and gutters, then the Association will be able to take action to help ensure that the roof will indeed last that long. Documentation of maintenance assumptions can lead to improved maintenance throughout the project and thus lower costs of replacement. Ignoring maintenance assumptions, or improper maintenance, will put the replacement schedule and cost estimates in jeopardy.

Thus, a properly prepared component study will lead to a better maintenance program for the Association. Clear and concise maintenance suggestions are a useful supplement to a well professionally-prepared component study. These suggestions may save more than the cost of the original study on future repairs and replacements.

Exhibit 4.3

Component Study Checklist This checklist summarizes the major steps in developing the component study for Associations	
Decide Which Components to Include: <ul style="list-style-type: none"> _____ review relevant components mentioned in the declaration _____ review relevant components mentioned in the master lease or deed _____ review relevant components mentioned in the "as- built" set of construction drawings _____ review relevant components mentioned in the developer's disclosure abstract contained in the public report _____ review relevant components mentioned in the restrictive covenants _____ review relevant components mentioned in by-laws _____ review relevant components mentioned in the Association's house rules _____ review relevant components noted in Association's book of policy resolutions _____ review relevant components noted in Association's maintenance records _____ review relevant components noted in the Association's records of purchases _____ make an on-site inspection for possible additional components _____ the Board holds a public discussion and adopts a policy on estimated life-of-the-building assets, replacement responsibility for limited common elements and other exclusive use elements, and quasi-structural components _____ the Board holds a public discussion and approves a list of Association components. _____ the Board communicates the list to the preparer of the component study and, in the annual operating budget, to the apartment owners 	Specify Quantities of Each Component : <ul style="list-style-type: none"> _____ consult floor plans, elevations, and as-built drawings, if possible _____ make an on-site inspection of each component and an on-site count or measurement of each type of component _____ determine the quality of each component and express in terms that identify a specific grade of material Determine the Estimated Useful Life of Each Component: <ul style="list-style-type: none"> _____ consult manufacturer warranties whenever possible _____ developer's statement (when made for condominium conversions) of the expected useful life of all structural components and mechanical and electrical installations material (statement is contained in the developer's disclosure abstract or public report) _____ take into account environmental local factors that might affect useful life (see <i>Appendix G</i> as a beginning point for this step) _____ determine that installation and materials are consistent with manufacturers' description; if not, make adjustment to the estimated remaining life estimated by the warranty or by the manuals _____ consult a standard manual _____ consult a Hawaii based manual _____ determine that adequate maintenance schedules and standards have been followed, if not, make an adjustment to the estimated remaining life _____ document maintenance assumptions

Exhibit 4.3

Component Study Checklist (continued) This checklist summarizes the major steps in developing the component study for associations	
Assess the Estimated Remaining Life of Each Component : <ul style="list-style-type: none"> _____ make an on-site inspection of each component _____ take into account past maintenance _____ have individuals with knowledge of the components participate in the assessment of estimated remaining life _____ have Board determine what level of maintenance is expected to achieve the remaining life estimated _____ consult manufacturer warranties whenever possible _____ review developer's statement (when made for condominium conversions) of the remaining useful life of all structural Components and mechanical and electrical installations material (statement is contained in the developer's disclosure abstract or public report) _____ take into account environmental local factors that might affect useful life (see <i>Appendix G</i> as a beginning point for this step) _____ determine that installation and materials are consistent with manufacturers' description; if not, make an adjustment to the estimated remaining life estimated by the warranty or by the manuals _____ consult a standard manual _____ consult a Hawaii based manual where available _____ determine that maintenance schedules have been followed ; if not, make an adjustment to the estimated remaining life _____ document maintenance assumptions 	Determine the Cost of Replacement: <ul style="list-style-type: none"> _____ consult a standard costing manual (see <i>Appendix F</i> for a bibliography) _____ consult a local costing manual or ask more than one licensed trades person for a price for each component _____ if a manual is used, adjust the "current" price of each component for the age of the data in the manual _____ if a manual is used, adjustments to cost include: reasonable projections for inflation rate not less than that of the Honolulu Consumer Price Index for All Urban Consumers for the prior year; and for interest which will be earned during the estimated life of the component _____ if manual is used, the application of the manual's limitations and assumptions have been examined and adjustments to cost made on estimates _____ if a manual is used, take into account regional variations in price and cost of replacement includes cost of removing old components, if necessary _____ make adjustments for grade or quality of materials or levels of maintenance of materials _____ review Association's past maintenance experience with the component

V. What Is Involved in Developing a Funding Study?

Once the components' estimated useful life, estimated remaining life, and estimated current replacement costs are identified, the Association is ready to develop a plan for funding the replacement reserve account. The funding plan should satisfy the requirements of the law, specify future estimated replacement reserve needs and plan methods for collecting the required funds.

In preparing the funding plan, the Association will have to make decisions about the amount of current assessments and the need for special assessments, balanced against projected liability.

The law requires that by January 1, 2000, the Association must assess apartment owners to fund a minimum of fifty per cent of the total estimated replacement reserves. In each fiscal year, beginning January 1, 2000 and thereafter, an Association is required to collect a minimum of fifty per cent of the full amount required to fund the estimated replacement reserves for that fiscal year. The law also allows funding of the estimated replacement reserves in increments after January 1, 1993 and prior to January 1, 2000 as provided by the rules of the Hawaii Real Estate Commission.

The Associations may use, with proper written disclosure, different funding methods as provided by Commission rules. But by January 1, 2000, an existing Association must have in its reserve account, a minimum of fifty percent of the full amount required to fund the estimated replacement reserves. For each fiscal year thereafter, existing Asso-

The goals of a funding study are to:

- determine adequate replacement reserves for the Association
- satisfy the funding requirements of the law
- establish funding goals to meet the Association's future estimated replacement reserves needs
- estimate the annual funding of the required estimated replacement reserve amount

ciations, must collect a minimum of fifty percent of the full amount required to fund the estimated replacement for that fiscal year in its reserve account. The law also permits in accordance with rules adopted by the Real Estate Commission, to fund in increments over three years, estimated replacement reserve amounts which have been substantially depleted by an emergency.

By way of illustration (assuming Commission rules on this subject has not yet been adopted), if by the January 1, 2000, the total required estimated adequate replacement reserves is \$490,000; the Association must by January 1, 2000 have assessed over time apartment owners enough to fund fifty percent of \$490,000 or \$245,000. After January 1, 1994, a Board may decide on the collection of incremental assessments be collected to fund 25% of each year's full estimated replacement reserves in the amount of \$20,416.66 (assuming equal contribution over 6 years) per year. In each fiscal year, then prior to January 1, 2000 and beginning after January 1, 1994, the Association may assess apartment owners twenty-five percent of the full amount (\$40,833.33) required to fund the estimated replacement for that fiscal year. In this example for the first fiscal year the Association must assess the apartment owners \$20,416.66 in fiscal year 1994. \$20,416.66 represents twenty-five percent of the full estimated replacement reserve for that fiscal year.

For Associations created after January 1, 1993. The funding requirements are delayed. These Associations need not collect estimated replacement reserves until the fiscal year which begins after the Association's first annual meeting.

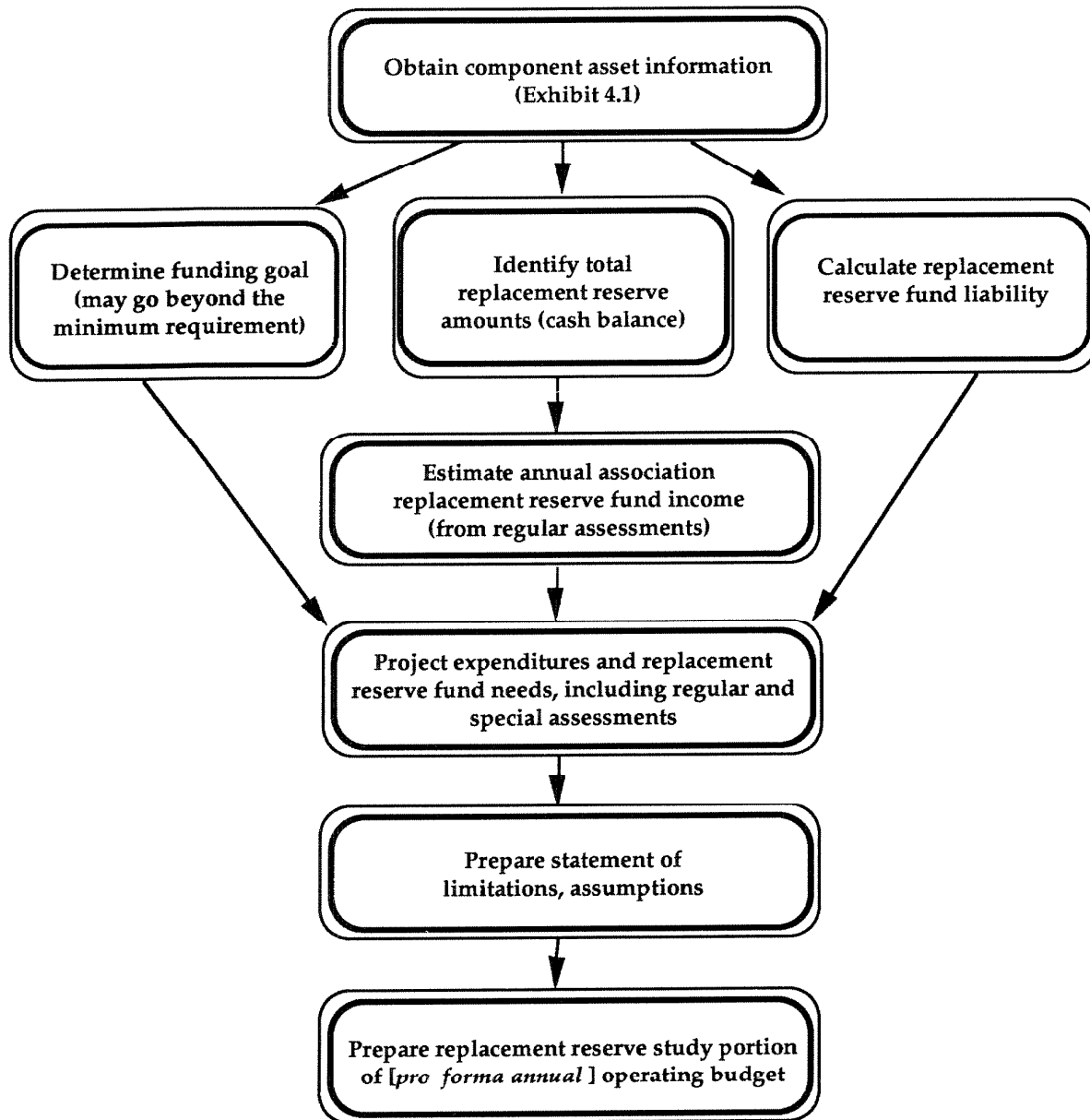
As specified above, the law sets a bare minimum funding level. Clearly, however, the financial viability of the Association will depend a great deal on the ability of the Association to replace components as they wear out and to avoid delaying major maintenance items. For these reasons, Associations may consider funding reserves at levels higher than what the law requires.

A product of the funding study process is the development of a funding plan (cash flow forecast or projection) to estimate future replacement reserves and disbursements. This is most easily presented in a spreadsheet format. All supporting assumptions and methodology should be carefully documented.

Exhibit 5.1 shows the major steps in the development of the funding plan and the replacement reserve study portion of the annual operating budget. As an Association

Exhibit 5.1

Steps in the Funding Study Process



The budget should clearly indicate estimated revenues and expenses, describe the replacement reserves funding goal, and indicate current status in meeting the goal

completes these steps, the Board will make major policy decisions. Professionals may be able to advise the Board on key decisions, but it is important for the Board to understand each of these decisions, since they independently affect the overall results of the funding plan. Since the amount of regular assessments and the need for any special assessments will affect the owners' monthly costs and property values they should be clearly stated in the plan. Because of their importance, each decision in the process is discussed in turn, with an example showing how these decisions contribute to a long-term funding plan.

A. Determining Adequate Replacement Reserves For The Association

§ 514A--83.6, Hawaii Revised Statutes (HRS), requires the Association to prepare and adopt an annual operating budget. The Statute also requires that the budget include at least:

1. the Association's estimated revenues and operating expenses;
2. information as to whether the budget was prepared on a cash or accrual basis;
3. the Association's total replacement reserves as of the date of the budget;
4. the estimated replacement reserves the Association will require to maintain the property;
5. a general explanation of how the estimated replacement reserves are computed; and
6. the amount the Association must collect for the fiscal year to fund the estimated replacement reserves.

In preparing these guidelines, several major funding goals including the bare minimum required by Statute have been detailed and discussed. Determination of a funding goal, above what the law requires, is one of the most important fiscal decisions to be made by an Association Board. The decision may place

them in a better fiscal condition to pay for the anticipated future component replacements costs.

A word of caution: Even when an Association decides to collect only fifty per cent of its estimated replacement reserves, the law requires that the Association budget show the total amount of funds required for the full amount of the estimated replacement reserves and how much it should collect to fund the full amount of the estimated replacement reserves.

The budget should clearly indicate estimated revenues and expenses, describe the replacement reserves funding goal, and indicate current status in meeting the goal.

The funding plan should show the funds required to replace each component as it comes to the end of their estimated useful life and indicate how the Association will fund the estimated replacement reserve. The Association should decide how much should be raised through regular assessments for the reserve account each year and how much should be raised by special assessments. In addition, the Association should consider how much cash will remain in the reserve account at the end of the planning period relative to the projected balance required by law.

In establishing an adequate replacement reserve, Associations will have to make difficult choices in deciding on a funding goal in excess of the minimum. The replacement reserves of many Associations are currently underfunded. This is due to lack of attention to replacement reserves budgets in the past and underestimation of replacement costs. An ideal goal for an Association is to eliminate the unfunded replacement liability. That is, build up replacement reserves funding to a level where the cash in the replacement reserves account is at least equal to the replacement liability (estimated value of accumulated wear of all components). However, this goal may not be within reach of many Associations in the short run, except through special assessments.

Three basic funding goal models and the statutory model are discussed here. Depending on current Association finances and financial health, one or the other of the basic models may be currently in use. The three models identified are:

- Fully Funded Model
- Unfunded or Partially Funded Special Assessment Model
- Mixed Model

1. Fully Funded Model

This model is the most conservative, and calls for a reserve balance equal to the estimated value of accumulated component wear. In this model, an Association does not have any unfunded reserve liability in any projected year. Because the concept of unfunded liability is new to many Associations, and because an understanding of unfunded liability is important in distinguishing between alternative funding plans, it is defined here.

The law establishing the reserve study requirements calls for the Board's adoption of the Association's estimated revenues and operating expenses to be included in an annual operating budget. The law also requires the distribution of the adopted annual operating budget to the apartment owners. In the case of estimated revenues, this estimate includes regular and special assessments, as well as the after-tax interest income earned on accumulated cash reserves. "Estimated Expenses" can be accrued by spreading the eventual replacement cost of each component over their total useful life or obtaining an estimate of annual component wear. If a component currently valued at \$10,000 has a useful life of ten years, then we can estimate the annual wear, or the annual provision for the replacement reserves, at \$1,000. By year five, this component, then, would have accrued a liability of \$5,000, assuming no inflation. (If an Association is "fully funded," we would expect that this \$5,000 would already be in the reserve account by the end of the fifth year.)

Exhibit 5.2 shows the calculation of replacement liability, which can also be thought of as the current value of a component wear. It assumes that the Association, consisting of 35 apartments, will have an estimated \$22,000 in their replacement reserves account at the beginning of the

upcoming fiscal year. Given their liability of \$36,000 for the three components for which it is responsible, this Association has an unfunded liability of \$14,000, a total of \$400 per apartment.

Exhibit 5.2

Calculating Unfunded Liability

$$\text{Replacement Liability} = \text{RC} \times (\text{UL} - \text{RL}) / \text{UL}$$

Key: RC = Current projected replacement cost

UL = Useful life

RL = Remaining life (calculated by $\text{UL} - \text{RL}$)

$(\text{UL} - \text{RL})$ = Life used up

Unfunded liability = Replacement liability - cash replacement reserves

Replacement Component	RC	UL	RL	UL-RL	Liability
Painting	\$10,000	5	2	3	\$6,000
Paving	\$14,000	7	3	4	\$8,000
Roofing	\$30,000	15	4	11	\$22,000
Total replacement liability (current)					\$36,000
Estimated cash replacement reserves (current)					\$22,000*
Unfunded Liability					\$14,000
Unfunded Liability per apartment (\$14,000/35 apartments)					\$ 400

*exceeds statutory minimum requirement of 50% which would be \$18,000

2. Unfunded & Special Assessment Model

This is the default model in place in many Associations today. The Association does not have replacement reserves balances that will cover expected replacement costs, and the only recourse is to impose unplanned special assessments to cover these costs when they are due. Lack of information about needed special assessments is a real problem for

condominium projects. One time costs impose an additional financial burden on owners who often have chosen condominium ownership for cost reasons. This is the riskiest of the models, and may jeopardize the financial viability of the Association if assessments cannot be raised when needed.

3. Mixed Model

This is also a common model, with a combination of regular assessments and planned special assessments to meet the cash needs of estimated replacement reserves. The degree to which an Association can meet their cash needs through regular as opposed to special assessments may be an indicator of the Association's fiscal stability.

4. Hawaii Statutory Model

Hawaii's statute requires that by January 1, 2000, no less than 50% funding of the full amount required to fund the estimated replacement reserves be in the reserve account. However, between January 1, 1993 and January 1, 2000, Associations may fund their replacement reserves in increments as provided by rules adopted by the Hawaii State Real Estate Commission.

Associations which choose to fund their estimated replacement reserves at the minimum fifty percent required funding level, will find it necessary to make special assessments as January 1, 2000 draws near. In effect, Hawaii's replacement reserves law mirrors the mixed model.

B. Establishing Funding Goals To Meet the Association's Future Estimated Replacement Reserves Needs

Estimated adequate replacement reserves generally is determined by multiplying:

- (1) The projected capital expenditure or major maintenance required for the component at the end of its estimated useful life; and

- (2) A fraction which has as its numerator and denominator the component's estimated age and estimated useful life, respectively.

The total of the adequate replacement reserves for each component makes up the adequate replacement reserves for an Association.

Obviously, the funding level will have direct impact on the cash required of each individual owner. The strategy, and the degree to which the Association has funded their replacement reserves, may affect property value as well. (If an Association shows a \$5,000 unfunded reserve liability per apartment, this amount reasonably may be considered in the sales price.)

The fully funded model reduces or eliminates unfunded liability, provides the most stability, and is the most conservative. However, Hawaii's Statute does not require 100% funding. It does require 50% funding. It should be noted that whenever there is a large expenditure for Associations with the 50% required funding model, the following hardship circumstances may arise. Whenever a large expenditure is made, for example to replace a roof, Associations may find themselves in the situation of having to specially assess their members in order to raise the Association's reserves back to the statutory required minimum. **Thus, it may be the better reserve practice to assess apartment owners above the minimum 50% reserve requirement.**

Association boards must carefully consider and document the choice of a funding goal and make the details of the goal available to owners as part of the replacement reserve study portion of the annual operating budget. If the information is adequate and clearly presented owners, buyers, and lenders should be in a better position to evaluate the value of the apartment and the development.

C. Projecting Expenditures and Replacement Reserves Funding Needs

The component study portion of the reserves study provides the estimates for expected expenditures by year for each component of the Association property. Adding these component replacement requirements together, by year, gives the estimate of needed funds over time. We have seen how these estimates should

be developed and the assumptions upon which they rely. **Association members should be aware of the limitations of expenditure forecasting and of the fact that the overall funding plan is only as good as the initial estimates of replacement costs and the timing of replacement needs.** Data similar to that shown in **Exhibit 4.2** will be a direct input to the funding study.

An important policy issue for the Board is the decision to use current costs, or estimated future costs. Whichever method is used, inclusion of an inflation cost rate and for interest earned on the reserves during the estimated life of the component should result in a more realistic projection.

If the Board uses current costs, it is essential that the Board redo the plan **annually**, based upon updated current replacement costs plus currently required or anticipated expenditures. The annual cost for each component would be calculated by dividing the unfunded replacement cost by the remaining useful life. **THIS APPROACH IS VALID ONLY IF REPEATED EACH YEAR.**

If the Board chooses to use an inflation rate, it would apply an average annual long-term cost inflation rate to all components from the time of the study until the year of replacement (based on recent average component replacement cost data). To keep this plan current, it is important to annually review and update projected expenditures, inflation factors and other assumptions.

There are a number of ways to select an inflation rate for estimating replacement costs in future years. Four reliable sources of information for inflation factors in Hawaii are the following:

- the federal Bureau of Labor Statistics;
- published information from construction cost estimating companies such as R.S. Means Company, Inc.;
- the Honolulu Consumer Price Index for All Urban Consumers;
- the Hawaii Data Book.

Any of these sources will provide a reliable estimate that can be used to project future costs. (Information on how to contact each of the three sources is provided in *Appendix H*.) The interest rate assumption is an important Board decision, and should be explicitly disclosed in the funding study. Because of their affect on estimating future costs, current cost information and inflation rate assumptions should be reviewed annually, and the projections adjusted as necessary. The examples in this report use the increase in the Consumer Price Index for urban United States over the year from December 1988 to 1989. This information is available free of charge through the Bureau of Labor Statistics' 24-hour hotline.

Exhibit 5.3 shows the calculation of future replacement costs for two of the same components that were listed in **Exhibit 4.2**, projected forward from 1989. For each item, the years of inflation shown in **Exhibit 5.3** have been determined from the year of replacement shown in **Exhibit 4.2**. In a real situation, it may be necessary to add additional years of inflation in order to account for old pricing information. In the example shown here, it is assumed that the pricing information on all components is up-to-date.

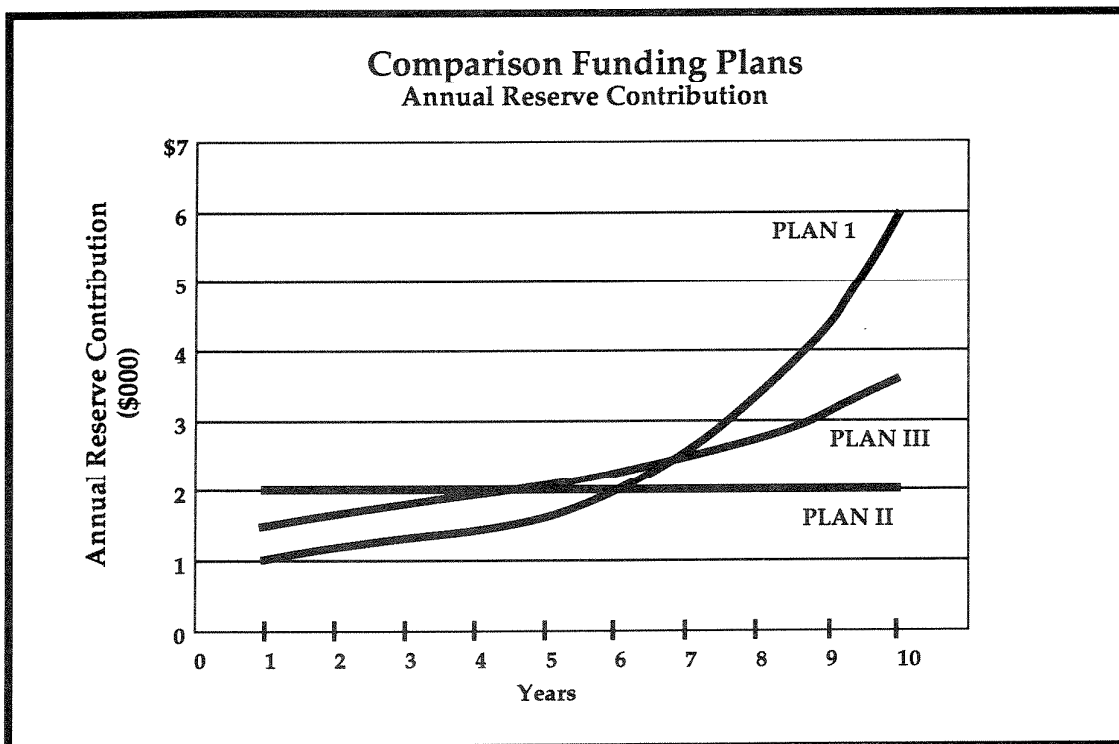
Exhibit 5.3
Determining the Future Cost of Replacement

Component	Qty & Units	Unit Cost	Current Cost to Replace (1989)	Year to Replace	Future Cost to Replace*
Painting, exterior stucco	20,000 sq. ft.	0.50	\$10,000	1991	\$10,941
Paving, asphalt	56,000 sq. ft.	0.25	\$14,000	1992	\$16,022
Roofing, wood shingle	12,820 sq. ft.	2.34	\$30,000	1993	\$35,913

D. Funding the Goal

Once the Board decides on a funding goal, the Board must then decide how much to assess the apartment owners and by what means. The better practice is to assess beyond the bare minimum of the law by means of regular assessments. Specials assessments and borrowing of funds are other methods for obtaining the monies needed to fund the replacement reserves. These methods, however, should not be the Board's first choice. Income from planned regular assessments and interests earned from the reserve accounts are preferred methods for funding the total estimated replacement reserves.

Exhibit 5.3a
Impact of Different Funding Levels on Assessments



“... Plan I is simple and effective, but the artificially low contributions in the early years will unfairly burden the owners during the latter years. Plan II, using amortization equations, is an improvement, but due to deficit reduction forced in the first years it often requires a high contribution at that time. Plan III requires the most decision-making on the part of the analyst, but can result in the lowest and most equitable recommendation over time.”

Nordlund, Robert, “Performing A Reserve Study” Common Ground, July/August 1989, pgs 20 and 29.

E. Estimating Association Reserve Fund Income

The ideal funding mechanism for building the replacement reserves is the regular (usually monthly) assessments paid by Association members. A specific dollar amount of regular Association payments must be earmarked for reserves, and deposited into the reserve account as they are collected. Financing of replacement reserves from regular assessments is desirable. First, it spreads the responsibility for replacements over time, rather than allocating costs to owners who happen to be in the Association in the year a particular component is due for repair or replacement. This funding mechanism provides a more equitable distribution of the costs of aging components. Second, it provides individual owners with more certainty as to the true costs of the property.

Income from regular assessments must be calculated for each year, based on the number of apartments and the level of assessment per apartment. In Associations with several rates for different types or sizes of apartments, the expected income should be calculated for each class of apartment and then added. Assessment increases, if any, should be estimated by year.

F. Estimating Interest Earnings of Reserve Account Over Funding Study Period

Reserve funds deposited in savings accounts, certificates of deposit or money market accounts will generate interest income to increase the reserves. For forecasting purposes it is necessary to choose an interest rate; obviously, a low rate (e.g., 3%) is more conservative, for planning purposes, than a higher rate (e.g., 7% or above). Interest rates can be pegged to current bank rates or CD rates. (The examples in this report assume a before-tax interest rate of 7.5%, the interest on a three-month certificate deposit in December 1989.) The Board will need to adjust the interest rate assumption to account for applicable federal and state taxes, since income from the reserve and operating accounts may be taxable to Associations.¹⁰ Given current income tax rates, this calls for a downward adjustment of approximately 23% of the interest rate (e.g., a 7.5% interest rate would have an effective rate of 5.775%) for interest income less than \$50,000 per year.

¹⁰ Associations are advised to consult their certified public accountants (CPA) as to the application of 26 USCA§528 and other applicable federal and state law on this issue.

Although it is difficult to accurately project future replacement cost increases or future interest earned on reserve fund balances, it is important to use these factors for calculations in the funding study and to update them each year.

In an Association that is not fully funded, it is important to use accurate cost and interest rate estimates.

This is true even though an Association is established as a non-profit organization, in order to avoid underestimating unfunded liability and replacement reserves requirements.

As replacement of components comes due in future years, it will draw against replacement reserves funds. Hopefully, the initial reserve account, augmented by regular contributions from routine apartment owner assessment payments, should provide enough “cushion” to pay for replacements as they are needed. However, in some cases, the replacement reserves accounts will not be enough. The cash flow analysis will identify instances where estimated operating expenses, including required expenses for components for which reserves must be established, for a given year exceed estimated revenues. In these cases, additional funds from special assessments (or other sources, if any) would be needed to increase the replacement reserves at least to required levels.

Some replacement costs will be impossible to estimate. This might be due to unexpected breakage or destruction, failure in a “life-of-the-project” system, reduced useful life of a component, or other unexpected component cost. Therefore, a line item in the cost estimates should be established as a contingency to cover such unpredictable, unexpected costs. This amount might be limited to 3% to 5% of the first-year budget in a new Association. In a conversion, or in older Associations with incomplete component documentation, larger contingency levels may be necessary. One useful way to establish estimates for contingency funding in on-going Associations is to review prior year spending for contingency-type replacements or continuing repairs.

Exhibit 5.4 summarizes these income and cost concepts in a spreadsheet showing the results of the funding study, using the same components listed in **Exhibits 4.2., 5.2, and 5.3**. The rows in the spreadsheet show individual component

Exhibit 5.4 a Computation of Component Liability by Year

Major Component	Estimated Useful Life	Estimated Remaining Life	Estimated Current Cost to Replace	End of Year 0	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 15	End of Year 30
Painting	5	2	\$10,000			\$10,000					
Paving	7	3	\$14,000				\$14,000				
Roofing	15	4	\$30,000					\$30,000			
Total Costs			\$54,000			\$10,000	\$14,000	\$30,000	\$0	\$0	\$0
Component cost increase factor @ 4.6% per annum											
Estimated replacement cost, in scheduled year (apply cost factor to total replacement costs)					1.00	1.046	1.094	1.144	1.197	1.877	3.685
					\$0	\$10,460	%15,318	\$34,333	\$0	\$0	\$0
Cash Flow Forecasts											
Assessments,					\$1,500	\$1,800	\$2,160	\$2,592	\$3,110	\$10,906	\$30,515
Assessments, special					\$0	\$0	\$0	\$30,000	\$0	\$0	\$0
After-tax interest reserve account income, @ 5.775%					\$1,271	\$1,430	\$1,013	\$312	\$229	\$1,519	\$6,482
Total cash receipts					\$2,771	\$3,230	3,173	32,904	\$3,339	\$12,426	\$36,997
Major component costs (from total above)					\$0	\$10,460	\$15,318	\$34,333	\$0	\$0	\$0
Cash receipts - cash disbursements					\$2,771	(\$7,230)	\$12,145	(\$1,430)	\$3,339	\$12,426	\$36,997
Cash balance, beginning of year					\$22,000	\$24,771	\$17,541	\$5,396	\$3,967	\$26,311	\$112,241
Cash balance, end of year				\$22,000	\$24,771	\$17,541	\$5,396	\$3,967	\$7,306	\$38,737	\$149,238
Estimated liability (from total next page)											
Less cash balance				\$36,000	\$43,932	\$52,518	\$50,461	\$43,095	\$15,026	\$74,602	\$154,173
Estimated unfunded liability				\$22,000	\$24,771	\$17,541	\$5,396	\$3,967	\$7,306	\$38,737	\$149,238
Estimated unfunded liability per unit (35 units)				\$14,000	\$19,162	\$34,977	\$45,065	\$39,128	\$7,720	\$35,865	\$4,935
				\$400	\$547	\$999	\$1,288	\$1,118	\$221	\$1,025	\$141

Exhibit 5.4. b
Funding Study, Estimated Replacement Reserves by Year
(30-year plan - 3 components; values shown here for years 1-5, 15, and 30 only)

Major Component Replacement Liability	End of Year 0	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 15	End of Year 30
Painting								
Useful life	5	5	5	5	5	5	5	5
Remaining life	2	1	0	4	3	2	2	2
Replacement cost	\$10,000	\$10,460	\$10,941	\$11,971	\$11,971	\$12,522	\$19,632	\$38,543
Liability	\$6,000	\$8,368	\$10,941	\$2,394	\$4,788	\$7,513	\$11,779	\$23,126
Paving								
Useful life	7	7	7	7	7	7	7	7
Remaining life	3	2	1	0	6	5	2	1
Replacement cost	\$14,000	\$14,644	\$15,318	\$16,022	\$16,759	\$17,530	\$27,485	\$53,961
Liability	\$8,000	\$10,460	\$13,130	\$16,022	\$2,394	\$5,009	\$19,632	\$46,252
Roofing								
Useful life	15	15	15	15	15	15	15	15
Remaining life	4	3	2	1	0	14	4	4
Replacement cost	\$30,000	\$31,380	\$32,823	\$34,333	\$35,913	\$37,565	\$58,894	\$115,630
Liability	\$22,000	\$25,104	\$28,447	\$32,044	\$35,913	\$2,504	\$43,191	\$84,795
Total	\$36,000	\$43,932	\$52,518	\$50,461	\$43,095	\$15,026	\$74,602	\$154,173

replacement costs and Association income sources. The columns show the years included in the funding study; in this case, we have assumed a funding plan period of thirty years and a mixed model which uses regular and special assessments to maintain a positive cash balance. Because the model is not fully funded, inflation factors are employed (based on the second method described above under 'Determining Component Costs For Future Years').

G. Statement of Limitations and Assumptions

Limitations to the estimates, assumptions made in order to determine the estimates, and the model used to make the estimates should all be documented in the funding study. A statement on the methods used to construct the estimates and the funding plan is a required part of the annual Association operating budget.

H. Updating

Once an Association has successfully produced a reserve study (both component and funding studies), the resulting information can be used in the annual operating budget. How often does reserve study need to be updated?

Annual updates of the funding study can be carried out at the same time as the preparation of the operating budget and can call for required adjustments within the original planning period. The assumptions in the replacement reserves study (e.g., estimated remaining life and estimated costs to replace the components) should be reviewed and updated as necessary. The frequency of updates of component data will depend on the soundness of the original data and estimates, the preparer's recommendations, and on the Association's ability to maintain their components adequately. Even though the methodology calls for a financial study covering a time frame of thirty years or more, annual planning and periodic reviews of the reserve study should occur.

Exhibit 5.5

Estimated Replacement Reserves Funding Study Checklist

This check list summarizes the major steps in developing the funding study for estimated replacement reserves.

Funding goal:

- | | |
|---|---|
| <p>_____ the Association's estimated replacement reserves required to maintain the property is based on a completed reserve study</p> <p>_____ the Association's goal for funding the estimated replacement reserves by January 1, 2000 is clearly specified and is not less than fifty percent of the full amount required</p> <p>_____ the Association's election to fund the estimated replacement reserves in increments after January 1, 1993 and prior to January 1, 2000 is clearly specified</p> <p>_____ the Association's goal for funding the estimated replacement reserves for the fiscal year is clearly specified and is at least fifty percent of the amount required for that fiscal year (effective years after January 1, 2000)</p> | <p>_____ the amount the Association must collect for the fiscal year to fund the estimated replacement reserves</p> <p>_____ the budget document includes identification of methods of funding for future repair, replacement or additions</p> <p>_____ the budget shows money set aside for replacement reserves in at least one separate fund</p> <p>_____ the estimated replacement reserves include a designated separate account for each component where the capital expenditures or major maintenance exceeds \$10,000</p> <p>_____ the estimated reserves include an aggregate account for individual components for which capital expenditures or major maintenance does not exceed \$10,000</p> |
|---|---|

Annual operating budget documentation:

- | | |
|---|--|
| <p>_____ the budget contains estimated revenues and operating expenses</p> <p>_____ information as to whether the budget has been prepared on an accrual or cash basis</p> <p>_____ the budget identifies total replacement reserves currently set aside as of the date of the budget</p> <p>_____ the Association's estimated replacement reserves required to maintain the property is based on a completed reserve study</p> <p>_____ a general explanation of how the estimated replacement reserves are computed</p> | <p>_____ the estimated current capital expenditure or major maintenance required for each component is shown</p> <p>_____ the budget document includes a clear description of the methods used to develop estimates and funding plan</p> <p>_____ the annual operating budget is distributed at least thirty days prior to the annual meeting which follows the end of the fiscal year</p> |
|---|--|

Exhibit 5.5 (continued)

Estimated Replacement Reserves Funding Study Checklist	
Association income and expense estimates: _____ an appropriate component inflation factor has been used to estimate capital expenditure or major maintenance for each component _____ the interest rate applied to Association cash reserves is reasonable, and is an after-tax estimate _____ required special assessments are clearly identified _____ assumptions about increases in the portion of regular assessments allocated to estimated replacement reserves are clearly specified _____ estimated revenues and operating expenses are shown annually for the plan period	Association cash balances: _____ with estimated replacement reserves assessments, the cash balance (revenues - operating and planned estimated reserve expenditures) is greater than 50% _____ the unfunded liability is estimated for the current year _____ the cash balances show a stable or decreasing unfunded liability (in constant dollars) over the plan period

VI. How Do Boards Hire Qualified Professionals to Perform Reserve Studies?

The separate tasks involved in reserve studies are relatively straightforward. Persons who are knowledgeable, have experienced with the maintenance history of the project, and have the required estimating and accounting skills should be able to perform the reserve study. These qualifications may be present in the Board members, in an Association's condominium managing agent, in a volunteer committee of Association owners or in other Association personnel. **The law does give a "good faith" exemption from liability an Association, apartment owner, director, officer, managing agent, or employee of an Association who makes a good faith effort to calculate the estimated replacement reserves if the estimate subsequently proves incorrect.**

In a good number of cases, an Association Board, employees, or condominium managing agent, may not have the time or the expertise to carry out the work. The estimating and accounting skills required may not be present either in the Board membership, Board appointed reserve study committee, or in the Association's management. In these situations, the reserve study may be performed by professional consultants under contract to the Association. To carry out the reserve study using professional consultants, the following should be established by the Board and made available to the consultant:

1. identification of common elements, limited common elements, other Association property, quasi-structural components, and life-of-the-project components;
2. the interest rate for estimating income earned on estimated replacement reserves balances;
3. the Association's estimated replacement reserves required to maintain the property based on any prior completed reserve study;
4. the Association's reserve funding level which may include a level above the required minimum percentage;
5. the degree, initially, to which estimated replacement reserves are to be funded by regular annual assessments, special assessments or by borrowing;
6. the Association's decision to fund the estimated replacement reserves in incre-

ments after January 1, 1993 and prior to January 1, 2000;

7. a list and definition of the major Association components;
8. a statement of Board policy about major components for which it is not requesting an estimate of capital expenditure or major maintenance;
9. all available information on condition of the major components, including maintenance records;
10. maintenance record, component warranties, or other documentation;
11. copy of floor plans or as-built construction drawings, if they exist;
12. information about any desired changes in the major components;
13. estimated total replacement reserves at beginning of next (nearest) fiscal year;
14. a copy of current (and/or proposed) Association budget(s); and
15. a copy of the any previous component study report, if already prepared

These are decisions to be made explicitly by the Board of Directors. In addition, the Board is accountable for the quality of the study. The Board should carefully specify the work tasks and carefully review potential consultants with respect to previous experience, price, and recommendations from other Associations. Some or all of the work tasks that may be performed by consultants are listed below:

A. Reserve Study Products

1. Identification and quantification of Association components;
2. documentation of maintenance assumptions and recommendations;
3. identification of estimated useful life and remaining life of components and replacement year;

4. estimate of capital expenditure or major maintenance required for each part of the property in current and future dollars

B. Funding Study Products

1. Spreadsheet modeling of estimated replacement reserves funding, and development of recommendations to satisfy the funding goals of the Association;
2. recommendations and impact of other funding models with funding goals beyond the required minimum;
3. calculation of estimated replacement reserves account by year;
4. estimate and explanation of unfunded liability;
5. recommendation of needed increases in estimated replacement reserves portion of the assessment adjusted for inflation and earned interest;
6. recommendation of needed special assessments and timing of assessments;
7. preparation of statement of limitations and assumptions of replacement reserve analysis;
8. preparation of reserve study information for the annual operating budget.

Once the work tasks have been determined, the Board must select the consultants or contractors, if any, who will perform all or part of the work. Possible outcomes of this decision-making process include the following:

- hiring an independent engineering, appraisal, or construction cost-estimating firm to perform the component study;
- hiring an independent accountant experienced with condominium associations record of accounts to produce the funding study and annual operating budget;

- hiring an organization with staff expertise to perform an integrated component and funding study;
- having the Board or manager prepare these studies in cooperation and in consultation with independent construction contractors and accountants, as needed;
- hiring the current management company to perform both studies and incorporate the results into the annual operating budget;
- using any of the above in conjunction with additional work tasks performed by the Board.

The type of assistance that will be needed depends upon the nature of the product(s) desired, the budget, and expertise available to the Association Board. **The Board is ultimately responsible for the reserve study disclosures. In making the decision to hire outside help or to perform the reserve study tasks internally, the Board should consider potential legal liability if the study is not conducted to meet the information requirements of the law. The Board should also weigh in its decision whether to hire a consultant, the protection provided by the “good faith”¹¹ provision of the law.**

One way to find professionals qualified to perform reserve studies is through other Condominium Associations or through the Association’s Condominium Managing Agent. Other sources of names are condominium association organizations, and related professionals. It is helpful to talk with people who have worked with any firm or consultant under consideration and to examine samples of similar work.

It is important that the Association and the consultant understand what is required of each other. **Exhibits 6.1 and 6.2** are examples of the kinds of questions the Board should ask a reserve study preparer as part of the interview process, and also the information the Board should provide. These examples are not exhaustive. These questions can be used in interviews with potential consultants, or used in a written Request for Proposal (RFP), along with a clear specification of the work tasks to be performed. Answers to these questions, as well as price, should help in the selection of professionals. These guides treat the component study and funding study preparers separately, so interviews of professionals offering to perform both studies could be designed by combining the two interview guides, eliminating duplications.

Exhibit 6.1

Interview Guide for Component Study Preparers

1. Do you have any personal or professional ties to this Association?
2. Do you have any personal or professional ties to the Developer?
3. Do you do all the work yourself, or will you use subcontractors? (The Association should approve all subcontractors.)
4. What is your training (formal education and workshops)?
5. What are the qualifications, training, experiences of each of the individuals who will be participating in the performance of the component study? (Include formal education, workshops, apprenticeship)
6. What professional associations are you actively involved with? How?
7. What experience have you had with performing component studies?
8. What experience have you had in this locale?
9. May we see an example of a similar product done for another Association?
10. What information do you require from the Association in order to start?
11. When can you begin the study?
12. Will you be measuring the components or using drawings?
13. Will you make a physical inspection of each component ?
14. How will you determine the cost of replacement?
15. What written sources will be used?
16. Will you be able to have the final product by _____ (this should be a predetermined date set by the Board) ?

17. Will the report provide the estimated useful life of each component ?
18. Will the report provide the estimated remaining life of each component ?
19. Will the report provide the estimated capital expenditures or major maintenance required for each component ?
20. Will the report provide the future estimated capital expenditures or major maintenance required for each component and adjustments for inflation ?
21. Will the report provide information on proper maintenance to help assure realization of the estimated remaining life of each component ?
22. Will the study satisfy the reserve requirements of §514A-83.6, Hawaii Revised Statutes?
23. Do you have professional liability insurance? How much?
What are the policy exclusions?
24. Do you have workers' compensation insurance?
25. Are you required to have any licenses for any services you provide?
What are they? Are the licenses current?
26. Have you been disciplined by any licensing body in this state or in any other state?
27. Have you ever been a part of a suit in which a subsequent judgement was rendered against you involving services which you are proposing to render for the Association? If so, please describe the circumstances?
28. Please provide three references (name, phone, nature of work).
29. Are you willing to appear at any meetings to explain the study?
30. Are you willing to testify at proceedings, if any, arising out of any dispute over the study (inclusion in the contract price)?

Exhibit 6.2

Interview Guide for Funding Study Preparers

1. Do you have any personal or professional ties to this Association?
2. Do you have any personal or professional ties to the Developer?
3. Do you do all the work yourself, or will you use subcontractors? (The Association should approve all subcontractors.)
4. What is your training (formal education, workshops, apprenticeship)
5. What are the qualifications, training, experiences of each of the individuals who will be participating in the performance of the funding study? (Include formal education, workshops, apprenticeship)
6. What professional Associations are you actively involved with? How?
7. What experience have you had with performing the funding study and budgeting of Association revenues, reserves and expenditures ?
8. May we see an example of a completed funding study?
9. What information do you require from the Association in order to start?
10. When can you begin the study?
11. Will you be able to have the final product by _____ (this should be a predetermined date set by the Board) ?
12. Will the report provide the estimated capital expenditures or major maintenance required for each component ?
13. Will the report provide the future estimated capital expenditures or major maintenance required for each component and adjustment for inflation ?
14. Will the report provide current and future estimated liability computations?

15. Will the report provide current and future estimated replacement reserves by year?
16. Will the report make recommendations about the effects of other alternative funding plans above the required minimum ?
17. Will the report provide the a description of assumptions and methodology, a narrative funding plan, and a graphic depiction for easier Board and member understanding?
18. Will the report tell how much of a monthly contribution is needed for the replacement reserves?
19. Will the study satisfy the reserve requirements of §514A-83.6, Hawaii Revised Statutes?
20. Do you have professional liability insurance? How much? What are the policy exclusions?
21. Do you have workers' compensation insurance?
22. Are you required to have any licenses for any services you provide ? What are they? Are the licenses current?
23. Have you been disciplined by any licensing body in this state or in any other state?
24. Have you ever been sued in which a subsequent judgement was rendered against you involving services which you are proposing to render for the Association? If you have please describe the circumstances?
25. Please provide three references (name, phone, nature of work).
26. Are you willing to appear at any meetings to explain the study?
27. Are you willing to testify if any at proceedings arising out of any dispute over the study (inclusion in the contract price)?

VII. What Are the Red Flags that Signal Potential Problems?

This reference manual has explained the important elements of the reserve study portion of the annual operating budget. In reviewing an Association's current status in responding to the requirements of §514A-83.6, Hawaii Revised Statutes, and in responsibly managing the Association assets, the following indicators may suggest problems and call for remedial action. The list starts with very basic elements of the reserve study requirements, and ends with "red flag" items to be identified in reserve study data when they are available.

Study Data

Reserve study data is incomplete if:

1. a component study has not been conducted; there is no established list of components;
2. there is no policy to distinguish replacement reserves expenditures from operating expenses;
3. there is no clear funding goal stated;
4. the assessment for estimated replacement reserves does not meet the 50 % minimum funding required by January 1, 2000, and for each fiscal year thereafter;
5. a funding study has not been completed;
6. information on estimated remaining life and estimated capital expenditure or major maintenance required for each part of the property has not been prepared for all components;
7. the impact of local conditions are not reflected in estimating remaining life and useful life of Association components;
8. "Life of the project" components are not mentioned in assumptions, or included in the replacement reserves budgeting;
9. the annual operating budget does not contain reserve study information or maintenance assumptions;

Study Data

10. the Association does not have a documented maintenance schedule and related assumptions for each major component;
11. the list of major components in the reserve study is incomplete and does not include all significant Association properties;
12. there is no separate bank account(s) for replacement reserves funds;
13. there is no cash flow analysis; and
14. there is no separate designated fund for each component in which the estimated capital expenditure or major maintenance expenditure is expected to exceed \$10,000.

Reserve study data suggest replacement funding problems if:

1. the unfunded liability amount is not clearly disclosed;
2. the Association's records do not state for each of the separate designated funds the purpose for each fund or the component for which it is established and the amount of the replacement reserves allocated to each fund;
3. there is no allocation of the funds adopted by the Board when the Board votes to collect less than 100% of the Association's estimated replacement reserves;
4. the unfunded liability is staying constant or increasing overtime;
5. special assessments are required to fund major repairs; and
6. current income from assessments does not equal or exceed dollar value of annual component wear.

VIII. Special Issues:

A. When Can a Board Exceed Their Total Adopted Annual Budget?

In emergency situations, pursuant to §514A-83.6 (f), Hawaii Revised Statutes, a Board may exceed its total adopted annual operating budget by more than twenty per cent during the fiscal year to which the budget relates. In exceeding its total annual budget for an emergency situation, prior to the assessment, the Board must pass a resolution containing written findings as to the necessity of the extraordinary expense and the reasons why the expense could not have been reasonably planned for. The resolution must be distributed to the Association members with the notice of assessment. The law requires that Boards notify owners of the emergency expenditures. However, they are not required to obtain the approval of the owners for such expenditures.

The law defines emergency situations to include an extraordinary expense which was not reasonably foreseen by the Board in preparing and distributing the annual operating budget. These extraordinary expenses include an expense:

- required by a court order;
- necessary to repair or maintain any Association component where a threat to personal safety on the property is discovered;
- necessary unforeseen repair for any Association component; or
- necessary to respond to any unforeseen legal or administrative proceeding brought against the Association.

The Board may take up to three years to replenish, estimated replacement reserves which have been substantially depleted by an emergency.

B. What Are the Record Keeping Procedures for Estimated Replacement Reserves?

The law requires the Association to establish at least one reserve account for their replacement reserves. The law further requires that within each reserve account, the Association establish a separate designated fund or funds for each

component for which an estimated capital expenditure or major maintenance will exceed \$10,000. All other replacement reserves may be combined in a single aggregated fund.

For each of the separate designated funds, it is recommended that the Association's records state:

1. the purpose of each fund and the component for which it is established; and
2. the amount of the replacement reserves allocated to each fund.

The law is not specific whether each designated fund may only be used for replacing a specific component. It may be the better practice that boards use the replacement reserves allocated to a particular fund only for the stated purpose of that fund, except in an emergency situation. When the Board finds itself in an emergency situation or in other situations requiring the use of an allocated fund for another fund purpose, such action must be fully documented and disclosed to the members of the Association. An explanation for using the funds in this manner should also be fully documented and disclosed.

When there is an underfunding of the Association's replacement reserves, the Association's reserve account records should clearly disclose, in writing, the underfunding and indicate:

1. by how much the replacement reserves is underfunded;
2. whether the underfunding meets minimum statutory requirements;
3. how the Board has allocated the reserves among each of the separate designated funds; and
4. the reasons why the replacement reserves are underfunded.

An Association should also disclose in writing how it will be remedying the Association's inadequate reserves. Possible ways an Association may remedy the inadequate reserves include the following or combinations of the following:

1. imposition of special assessments; or

2. borrowing to fund the Association's estimated replacement reserves ;
borrowing appears to be permissible only for funding those reserve amounts other than the required statutory 50 % minimum.

C. May An Association Borrow Money to Fund their Estimated Replacement Reserves?

§514A-82.3, Hawaii Revised Statutes appear to lend support to the interpretation that the law allows Associations to borrow moneys to fund their estimated replacement reserves. §514A-82.3, Hawaii Revised Statutes specifically permits boards to authorize the borrowing of money to be used for repairs, replacement, maintenance, operations, or administration of the common elements of the project. The borrowing is subject to the written consent of fifty per cent of the owners of the common interest and apartments, and spending limits contained in the declarations or by laws.

§514A 83.6 Hawaii Revised Statutes, defines "replacement reserves" as funds for the upkeep, repairs, or replacement.... Because of this definition and the intent of the reserves law, it appears that the required 50% of the estimated replacement reserves must be in the form of cash and cannot be borrowed.

The Real Estate Commission is researching and studying a rule intended to make clear that Associations are permitted to borrow monies to fund the other 50% of the estimated replacement reserves above the required 50% funding. However, even if the rule is adopted, by the end of the fiscal year, the Association must collect sufficient funds in cash to establish at least fifty percent of the adequate replacement reserves.

D. How Does a Board Go About Having the Association Members Support the Assessments Based on the Reserve Study ?

Educating owners about the necessity of preserving the value of one of their most precious assets (their condominium apartment) is a key factor in the suc-

successful implementation of a reserve study. This manual includes a brochure which may be used in this education process. See *Appendix I*. Boards may freely duplicate this brochure and distribute it to their members.

For some Associations, appointment of a committee of volunteer members to conduct a reserve study may be the impetus for having the results of the study accepted. Prior to taking this course of action, the Board should investigate whether such action is prevented by: their declaration, by-laws, house rules, restrictive covenants, insurance exclusions, previous Board action or is not being recommended by the Association's attorney.

A Board may undertake to encourage its directors and apartment owners to participate in the performance of a reserve study by adopting provisions to indemnify and insure such persons against loss arising out of the preparation of the reserve study.

E. What Can An Owner Do If the Board Fails to Conduct a Reserve Study or Fails to Maintain and Collect for Adequate Reserves?

Any apartment owner whose Board fails to conduct a reserve study or prepare an annual operating budget, may enforce those requirements through mediation, arbitration or litigation pursuant to §514A-94, Hawaii Revised Statutes.

F. Are There Any Recommended Disclosures to be Made in the Conduct Of and Report Of a Reserve Study?

There appears to be no specific language in §514A-83.6 requiring disclosure of any specific information. However, it may be the better practice for boards to make the following disclosures:

1. The adequacy of the estimated replacement reserves and by how much the estimated replacement reserves is unfunded.
2. The component parts of the Association property which have been ex-

cluded from the study and for what reasons, as well as the anticipated dates on which the excluded properties will require replacement.

3. The assumptions about the Association's component's useful life and remaining life.
4. The limitations about the reserve study estimated useful and remaining lives and replacement cost projections.

G. How Important is the Reserve Study Information to the Sale and Purchase of the Condominium Apartment?

The reserve study provides prospective real estate purchasers and sellers information about:

The financial stability of the condominium project; is the Association financially stable enough to make the necessary anticipated repairs and replacement when needed;

The actual value of the condominium apartment; anticipated special assessments may affect the selling price?

Real estate licensees have a duty to ascertain and disclose all material facts in a transaction. The reserve study information is likely to be considered a "material fact." For these reasons, boards, owners, managing agents and other personnel should work cooperatively to make available such information to real estate licensees and their clients and customers.

A lender will more than likely be concerned with whether the value of the condominium apartment will remain or increase in value during the life of the loan. The ability of the Association to make the necessary repairs and replacements is crucial to the preservation of the asset over time. For the lender, the preservation of the asset over the life of the loan is important.

LIST OF APPENDICES

Appendix A	Sample Board Resolution Approving the Performance of a Reserve Study
Appendix B	Suggestions in Getting a Condominium Association Reserve Committee Started
Appendix C	Sample Declaration, Restrictive Covenants, By-laws
Appendix D	List of Possible Components Usually Included
Appendix E	Components Frequently Overlooked
Appendix F	Listing of Research Sources for Beginning Research on Estimates of Average Estimated Useful Life
Appendix G	Initial Sample Report of Local Conditions Affecting Component Parts of the Association Property: Sample Reporting of Estimated Costs of Replacement for Hawaii
Appendix H	Sources for Inflation Rate Estimates
Appendix I	Consumer Brochure Explaining the Adequate Reserves Requirement for Condominium Apartment Owners
Appendix J	Act 189 (unofficial), Relating to Condominium Property Regimes and §514A 83.6, Hawaii Revised Statutes (1991) NOTE: §514A 83.6, H.R.S. (1991) was amended by Act 189 (SLH 1992) [both must be read and considered together]
Appendix K	Working Draft of Proposed Rules for Implementing the Condominium Reserves Requirement

Appendix A
Sample Board Resolution Approving
the Performance of a Reserve Study

POLICY RESOLUTION TO CONDUCT A RESERVE STUDY

Policy of ABC Condominium Association

Adopted by the Board of Directors (Month Day Year)

Topic: Performance of A Reserve Study

Resolved:

WHEREAS, Section 514A-83.6, Hawaii Revised Statutes, requires boards of condominium associations to assess owners to fund a minimum of 50 % of the full amount of its estimated replacement reserves by January 1, 2000;

WHEREAS, Section 514A-83.6, Hawaii Revised Statutes, requires associations to assess apartment owners to fund a minimum of 50% of the full amount of the estimated replacement reserves required for each fiscal year;

WHEREAS, Section 514A-83.6, Hawaii Revised Statutes, requires the estimated replacement reserves be based on a completed reserve study;

WHEREAS, the performance of a reserve study, is a good management information tool and assists the Board in balancing and optimizing long-term property values and costs to the owners;

WHEREAS, the performance of the reserve study helps assure property values, by protecting against declining property values caused by deferred maintenance and the inability to keep up with the wear of the components; and

WHEREAS, a reserve study provides a current estimate of the costs of repairing and replacing components of the association properties over the long-term.

NOW THEREFORE, BE IT RESOLVED, that the board of ABC Condominium Association conduct a reserve study to begin on _____ and be completed by December 31, 1992;

NOW THEREFORE, BE IT RESOLVED FURTHER, that the reserve study be performed by the Board with the expert assistance of its (indicate any or combinations of the following: board members, condominium managing agent, name of expert consultant) and that the study indicate at minimum: (i) the components of the association property it is obligated to maintain, repair and replace, (ii) how long those components will last before work is required; (iii) how much the work will cost when it is eventually required; and (iv) recommendations for funding the costs of the estimated replacement reserves.

Filed in Minute Book Page _____

Attested by _____
(Secretary)

Appendix B

Suggestions in Getting a Condominium Association Reserve Committee Started

Excerpts from "Working With Volunteers" by Larry J.
Pothast, PCAM, Vice President, Bank of San Francisco,
Association Bank Services 550 Montgomery Street, San
Francisco, California 94111

"Give it a fixed time frame to perform, (in accordance with good group process), and let the member solve his own problem. This will of course require close guidance and supervision by the Board but will allow the owner an opportunity to feel like part of the solution instead of being the problem." (pg. 2)

Motivating Volunteers

"It is impossible to motivate anyone. However, through effective leadership people can be inspired. Leadership is the ability to establish standards and manage a creative climate where people are self-motivated toward the mastery of long term goals, in a participatory environment of mutual respect, compatible with personal values." Mike Vance (pg 2)

Summary

Working with volunteers can be one of the most rewarding aspects of community association management. However, to be successful, the volunteers must be guided and controlled in their efforts to contribute to the community. Priorities must be established by the Board and a work plan developed. A basic understanding of the priorities of the community must be in place. Finally, the Board needs to create a successful model for volunteers. That model must contain elements of recruitment, communication and rewards if it is going to establish a positive and productive pattern that will entice members to volunteer. The Board must show their appreciation to those volunteers that contribute. Making the volunteer process as painless and easy as possible should be the goal. In this way, the community members can feel involved, productive and successful in assisting in the protection of their asset and feeling like a valuable part of their community. (pg 4)

EXHIBIT C
SAMPLE DECLARATION, RESTRICTIVE COVENANTS, BY-LAWS

DECLARATION OF CONDOMINIUM PROPERTY REGIME

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EXHIBIT "B"	Description of Condominium	
EXHIBIT "C"	Common Interests	
EXHIBIT "D"	Regulatory Agreement	(OMITTED IN THIS SAMPLE)

DECLARATION OF CONDOMINIUM PROPERTY REGIME:

This Declaration is made by _____ (the "Declarant") which is the owner of the Land referred to in this document

1. Submittal of Property; Establishment and Name of Condominium; and Declarations.

1.01 In order to create a condominium project consisting, of certain land and the improvements constructed or to be constructed thereon the Declarant does hereby submit said land and improvements and all of Declarant's estate, right, title and interest therein to a Condominium Property Regime (the "Condominium") as established by this document pursuant to Chapter 514A of the Hawaii Revised Statutes, as amended (the "Condominium Property Act").

1.02 The name of the Condominium is _____

1.03 In furtherance of said submission, the Declarant does hereby make the declarations contained in this document as to the divisions, limitations, restrictions, covenants and conditions applicable to the Condominium, and does hereby declare that the property submitted to the Condominium shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations and those in the By-Laws of the Association of Apartment Owners of _____ (the "By-Laws") duly recorded concurrently with this document (or nearly so), as each of them may from time to time be amended. Said declarations are and shall constitute equitable servitudes and liens and covenants running, with the land and shall create mutual servitudes upon each apartment within the Condominium and reciprocal rights between the respective owners thereof and are and shall be binding on and inure to the benefit of the Declarant, its successors and assigns, and all owners and lessees of all or any part of the Condominium and their respective successors, heirs, personal representatives and assigns.

2. Land Description. The real property (the "Land") submitted in fee simple to the Condominium is described in Exhibit "A" attached hereto and by reference made a part hereof.

3. Description and Division of the Buildings, Improvements and 'Apartments.

3.01 The buildings and other improvements of the Condominium are as shown on the plans recorded in the Bureau of Conveyances of the State of Hawaii as Condominium Map No. _____ as the same may from time to time be lawfully amended (the "Condominium Map"), and are also as described in Exhibit "B" attached hereto and by reference made a part hereof.

3.02 The Condominium is divided into 136 fee simple condominium apartment estates. The term "apartment" as used in this Declaration shall mean an apartment unit as herein described, including, unless clearly repugnant to the context, the common interest, limited common elements and other easements appurtenant thereto.

3.03 Should the divisions and descriptions set forth in said Exhibit "B" conflict with the divisions and descriptions shown on the Condominium 'Map, the latter shall control; provided, however that the Condominium Map is intended to show only the layout, location, apartment numbers and dimensions of the apartments, and is not intended and shall not be deemed to contain any other representation or warranty

3.04 Limits of Apartments. The perimeter of each of the apartments is established by the floor area computed in accordance with Condominium Rule 16-107-6. This floor area is (i) the net living area of the enclosed portion of the apartment measured from the interior undecorated surface of the apartment perimeter walls, plus (ii) lanai area. Each apartment unit includes: all walls, partitions, floors, ceilings and other improvements within its perimeter; the adjacent lanai shown on the Condominium Map; all air space within the perimeter and the floors and ceilings of the unit; the interior decorated or finished surfaces of the perimeter walls, floors and ceilings; all appliances originally furnished with the unit including a waterheater and related piping which services the unit (even if located outside of the perimeter); all pipes, plumbing, wires, conduits or other utility or service lines serving only the unit; and all glass, windows and window frames, doors and door frames along the perimeter of the unit. An apartment unit does not include any common elements within it.

NOTE: As stated and referred to in this Declaration, the "net living areas" of apartments have been determined

from the Condominium Map. As constructed, the net living area of each apartment may, and indeed most probably will, vary to a minor degree from the area indicated on the Condominium Map. Purchasers and prospective purchasers should also be aware that "net living area" calculated in accordance with Condominium Rule 16-107-6 may be significantly less than "apartment area" calculated according to some other method or methods with which purchasers and prospective purchasers may be familiar.

4. Common Elements. The common elements shall consist of all portions of the land and improvements, other than the apartments, including all elements of the Condominium generally described as common elements in the Condominium Property Act which are actually constructed on the Land. Without limitation to the generality of the foregoing, the common elements shall include:

4.01 The Land in fee simple, together with and subject to such easements, rights and restrictions as are described in Exhibit "A" attached hereto.

4.02 All foundations, floor slabs, columns, girders, beams, supports, load-bearing walls, main walls, interior walls separating adjacent apartments in the same building (except the inner decorated surfaces of such walls), and roofs of the building; all exterior stairs, stairways, landings, and railings (except lanai railings); and other building appurtenances, including but not limited to, the electrical cabinets and compartments for waterheaters located on the exteriors of the buildings.

4.03 All yards, grounds, landscaping, fences (including those fences which enclose the limited common element yard areas adjoining ground floor apartments) and trash enclosures (as shown on the Condominium Map).

4.04 All sidewalks, pathways, parking areas, parking stalls (including the 14 "Guest" parking stalls and the 2 extra parking stalls for car wash use as designated in Exhibit "B" hereto), loading zones (designated as such on the Condominium Map), driveways and roads within the Condominium.

4.05 All ducts, electrical equipment, transformers, wiring and other central and appurtenant installations for power, light, water, sewer, cable television and telephone; all pipes, plumbing, wires, conduits or other utility or service lines which are utilized by or serve more than one apartment, including any such lines which run through any apartment; and central air conditioning and like utilities, if installed.

4.06 All the rights, benefits and privileges, if any, inuring to the Land or to the Condominium from all easements shown on the Condominium Map or listed in said Exhibit "A".

4.07 All other portions of the land and improvements that are not specifically designated for use by one or more specific apartments, but which are intended for common use (including the "Directory" facility located near building N, as shown on the Condominium Map), and all other devices and installations the use of which exists for, is rationally allocated to or is necessary to the existence, upkeep and safety of more than one apartment or the Condominium Project as a whole.

Unless clearly repugnant to the context thereof, the term "common elements" also means and includes the limited common elements hereinafter described.

5. Limited Common Elements. Certain parts of the common elements, called "limited common elements", are set aside and reserved for the exclusive use of certain apartments. The limited common elements set aside and the apartments to which they are appurtenant are set forth in said Exhibit "B". Each owner of an apartment shall be responsible for keeping the limited common elements appurtenant to his or her apartment in good order and condition and for performing all maintenance and repair thereof at his or her expense, or, if a limited common element is appurtenant to two or more apartments, at the joint and several expense of the respective owners thereof. And attach Exhibit "C" and Exhibit "D".

6. Easements. The apartments and common elements shall also have and be subject to the following easements:

6.01 Each apartment shall have appurtenant thereto non-exclusive easements in: (i) the common

elements designed for such purposes for ingress to, egress from, and support, maintenance and repair of such apartment; (ii) the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and (iii) all other apartments and limited common elements of the building for support.

6.02 If any portion of the common or limited common elements encroaches upon any apartment or limited common element, or if any apartment encroaches upon any other apartment, or any portion of the common or limited common elements as the result of the construction, reconstruction, repair, shifting settlement or movement of any portion of the improvements, a valid easement for such encroachment and for the maintenance thereof, so long as it continues, does and shall exist. If any building or any other improvement shall be partially or totally destroyed and then rebuilt, minor encroachments by any portion of the common or limited elements upon any apartment or limited common element or by any apartment upon any other apartment or common or limited common elements due to construction shall be permitted, and valid easements for such encroachments and for the maintenance thereof shall exist.

6.03 The Association of Apartment Owners (the "Association") shall have the right, to be exercised by its Board of Directors (the "Board") or the agent engaged by the Association to manage the Condominium (the "Managing Agent"), to enter each apartment and the limited common elements from time to time during reasonable hours upon prior written notice as may be necessary for access to any common elements located in such apartment, and for the operation (including but not limited to improvement, repair, maintenance and repair) of the Condominium, and at any time for making emergency repairs therein necessary to prevent damage to any apartment or common or limited common element.

6.04 Each owner of an apartment ("Owner") shall have an easement in common with the Owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines, if any, and other common elements, located in any of the other apartments and serving his or her apartment. Each apartment and the limited common elements shall be subject to an easement in favor of the Owners of all other apartments to use any such common elements serving such other apartments and located in such apartment or limited common element.

6.05 The Declarant hereby reserves the right for itself and its successors and assigns, to designate, establish, grant and convey to or in favor of any public or governmental authority such rights-of-way and easements, which are for the benefit of this Condominium and which do not materially and adversely interfere with or impair the use or value of the Condominium or any apartment therein, over, across, under and through the common elements and limited common elements of the Condominium for access and for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage, and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines, facilities and appurtenances and trimming any trees in the way thereof; provided, however, that the Association, through the Board, and with the consent and agreement of the holders of any then existing easements affected thereby, shall be authorized to grant, convey, transfer, cancel, relocate and otherwise deal with any and all such easements without requiring any consideration therefor. To the extent that a joinder of any Owner or lien holder or other person who may have any interest in the ~and or the Condominium or in any apartment may be required in order to validate any act or thing done pursuant to the foregoing reservation, such joinder shall be accomplished by power of attorney from each of the Owners, lien holders or other such parties, the acquiring or acceptance of ownership in an apartment or of a lien covering an apartment or any other interest in the Condominium or Land subject to this declaration being a grant of such power and the grant being coupled with an interest, being irrevocable.

6.06 The Declarant hereby reserves for itself and its successors and assigns, the right, to conduct extensive sales activities within the Condominium, including without limitation: (a) the use of any apartments owned by the Declarant as model apartments and sales and management offices, and (b) the use of such apartments and the common elements (excluding limited common elements appurtenant to other apartments) for sales displays and related activities. Such sales activities shall be conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession, and aesthetic enjoyment of the Condominium by the other apartment Owners. Said reserved rights of the declarant shall continue as to such apartments used as model apartments or offices until four (4) years have elapsed from the date of recordation of this Declaration.

Without limiting the generality of the foregoing, such reserved rights shall inure to the benefit of the Declarant's mortgage lender for this Condominium and to the successors and assigns of every such lender and to any person or party acquiring the

Declarant's interest in any portion of this Condominium in the course of any foreclosure action or other legal proceedings or in the exercise of mortgage remedies or by assignment in lieu of foreclosure.

6.07 The Declarant, its agents, employees, contractors, licensees, successors and assigns shall have an easement over and upon the Condominium as may be reasonably necessary for the completion of improvements to and correction of defects in the Condominium. This easement shall terminate thirty (30) months after the later of: (a) the recording of the "as built" verified statement required by Section 514A-12 of the Condominium Property Act or (b) the "date of completion" of the improvements as defined in Section 507-43(f), Hawaii Revised Statutes.

6.08 The Declarant shall restore the common elements damaged by any exercise of the rights referred to in subparagraphs 6.06 and 6.07 to the condition thereof existing immediately prior to such exercise.

7. Common Interest, Share of Common Profits and Expenses, and Voting.

7.01 The undivided percentage interest in the common elements (the "common interest") appurtenant to each apartment is described in Exhibit "C" attached hereto and by reference made a part hereof.

7.02 The common interest for each apartment is determined by dividing the net living area in square feet for that apartment by the total net living area of all apartments and rounding off so that the total of all common interests equals 100%.

7.03 The common interest of each apartment shall determine its percentage share of all common profits and expenses of the Condominium and its interest in the Condominium for all other purposes including voting (but all costs and expenses of limited common elements to the extent incurred by the Association may be charged in a different manner as hereinafter set forth). The terms "majority" or "majority of Apartment Owners" as used in this Declaration shall mean the Owners of apartments to which are appurtenant more than fifty percent (50%) of the common interest, and any specified percentage of the Apartment Owners shall mean the Owners of apartments to which are appurtenant such percentage of the common interest.

8. Alteration and Transfer of Interests.

8.01 The lanai area of each apartment described in Paragraph 3.04 shall have a permanent character as such and shall not be enclosed.

8.02 Except as expressly provided in this Declaration, the common interest and the limited common elements and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all of the Apartment Owners affected thereby and their mortgagees, expressed in an amendment to this Declaration duly recorded and shall not be separated from the apartment to which they appertain.

8.03 As long as there is at all times at least one parking stall appurtenant to each apartment, Apartment Owners (including the Declarant) shall have in accordance with Section 514A-14 of the Condominium Property Act the right to change the parking~ stalls appurtenant to their respective apartments by a written document expressly providing that: (a) the document is an amendment to this Declaration as well as an amendment to the apartment deeds whereby each Owner or Owners (other than the Declarant) acquired title to their respective apartment; and (b) the identification of the parking~ stall or stalls being transferred or exchanged, the apartment to which each parking stall was appurtenant prior to the transfer and the apartment to which each parking stall is being transferred and to which it will be appurtenant as a limited common element. Said document must be executed by the Owner or Owners directly affected and their respective mortgagees, if any, and shall be effective upon recording. A copy of said document shall be given to the Association within 15 days of the recording thereof.

8.04 The common interest and the limited common elements and easements appurtenant to each apartment shall be deemed to be conveyed, leased or encumbered with such apartment even though such common interest and limited common elements and easements are not expressly mentioned or described in the conveyance or other instrument.

8.05 The common elements shall remain undivided, and no right shall exist to partition or divide any portion thereof except as provided in the Condominium Property Act.

9. Purposes and Uses.

9.01 Subject to the rights reserved to the Declarant in other parts of this Declaration or in the By-Laws, each of the apartments is intended for and shall be restricted to the following uses, which, together with the restrictions stated in the By-Laws and in the Rules and Regulations, are intended and shall be deemed to be cumulative.

(a) An apartment shall be occupied and used only for residential purposes and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. An apartment may be rented but not in any manner by which the occupants of the apartment are provided customary hotel or like services, such as room service for food and beverage, maid service, laundry and linen service, or bellboy service. Every lease or rental agreement with respect to an apartment must be made and shall be subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations referred to in the By-Laws.

(b) The apartments in the project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any timesharing purpose or under any timesharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership", or "time interval ownership" arrangement. The term "timesharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

9.02 Subject to the rights reserved to the Declarant herein or in the By-Laws, each Apartment Owner may use the common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Apartment Owners, provided, however, that the Board of Directors of the Association of Apartment Owners shall have the right:

(a) To change the use of the common elements upon the approval of 75% of the Owners;

(b) On behalf of the Association, to lease or otherwise use for the benefit of the Association those parts of the common elements which are not actually used by any of the Apartment Owners for the originally intended special purpose, as determined by the Board, provided that, unless the approval of 75% of the Owners is obtained, any such lease or use agreement shall not have a term exceeding 5 years and shall contain a provision that the lease or use agreement may be terminated by any party thereto on not more than 60 days' written notice; and

(c) To lease or otherwise use for the benefit of the Association those parts of the common elements not falling within subparagraph (b) above, upon obtaining the approval of 75% of the Owners, including all directly affected Owners and in the case of limited common elements, all Owners of the apartments to which such limited common elements are appurtenant, and the approval of all mortgagees of record on apartments with respect to which Owner approval is required, if such lease or use would be in derogation of the interest of such mortgagees.

(d) To enact, amend and repeal rules and regulations reasonably restricting and regulating the use of the common elements, provided that such rules or regulations shall be enacted, amended, or repealed in accordance with and shall be consistent with the terms of this Declaration and the By-Laws, and the Regulatory Agreement, if any, which the Declarant may elect to execute on behalf of the Association as hereinafter provided (the "Regulatory Agreement"), and shall not be in derogation of the rights reserved to the Declarant in this Declaration or in the By-Laws.

10. Administration- Governing Documents and Law; the Association, its Members and Certain Rights and Duties.

10.01 The administration of the Condominium shall be governed by the Condominium Property Act, this Declaration, the By-Laws, any rules and regulations promulgated pursuant to the By-Laws "Rules and Regulations")

and any agreements, decisions and determinations lawfully made by the Association, the Board, or the Managing Agent, as all or any of the same may be lawfully amended from time to time. The administration of the Condominium shall also be governed by the Regulatory Agreement, if any.

10.02 The administration of the Condominium shall be vested in the Association. Apartment owners acting for any purpose in relation to the common elements or in connection with the government, operation or administration of the Condominium shall be deemed to be acting as the Association.

10.03 Each Owner of an apartment upon acquiring title thereto automatically shall become a member of the Association and shall remain a member thereof until such time as his or her ownership of such apartment ceases for any reason, at which time his or her membership in the Association automatically shall cease, provided, however, that:

(a) To the extent and for such purposes, including the exercise of voting rights, as shall be provided for in a recorded lease, a lessee of an apartment shall be deemed to be the Owner thereof;

(b) The purchaser of any apartment under and pursuant to a recorded agreement of sale shall have all the rights of an Apartment Owner, including the right to vote, provided that the seller may retain the right to vote on "matters substantially affecting his or her security interest in the apartment" as that phrase is used in the Condominium Property Act; and

(c) In the event that an apartment is transferred to a trustee under a land title holding trust under which substantially all powers of management, operation and control of the apartment remain vested in the trust beneficiary or beneficiaries, the beneficiary or beneficiaries of any such trust shall be deemed to be the Owner or Owners of such apartment to the extent of their interests therein, except insofar as the trustee notifies the Association otherwise in writing. A transferee of the beneficial interest in such trust shall have all of the rights and duties of an Apartment Owner when notice of such transfer is given to the Association by the trustee. Unless and until such notice is given, the Association shall not be required to recognize the transferee for any purpose, and the transferor may continue to be recognized by the Association as the Owner and shall have all of the rights and obligations of ownership.

10.04 In providing such administration, the Association shall, among other things:

(a) Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, street lights, and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the common elements or any part thereof.

(b) Keep all common elements of the Condominium in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority during the period that they are applicable to the Condominium or the use thereof.

(c) Well and substantially repair, maintain, amend and keep all common and limited common elements of the Condominium, including without limitation the buildings thereof, with all necessary reparations and amendments whatsoever, and maintain and keep the land and all adjacent land between any street boundary of the Condominium and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation replanting the same as may be necessary, and repair and make good all defects in the common and limited common elements of the Condominium.

(d) Before commencing or permitting construction of any improvement upon or to the common or limited common elements of the Condominium costing in excess of Twenty-Five Thousand Dollars (\$25,000.00), obtain a bond or certificate thereof naming collectively as obligees the Association, the Board, and all Apartment Owners and their respective mortgagees, as their interests may appear, in a penal sum of not less than one hundred percent (100%) of the cost of such improvement of and from a corporate surety authorized to do business in Hawaii, guaranteeing performance of the construction of such improvement free and clear of all mechanics' and materialmen's liens arising under Section 514A-16, of the Hawaii Revised Statutes, as amended.

(e) Not make or suffer any strip or waste or unlawful, improper or offensive use of the "Condominium, nor commit any act or suffer neglect whereby the Condominium or any part thereof at any time becomes subject to early attachment, judgment, lien, charge or encumbrance whatsoever.

(f) Observe any setback lines affecting the Land and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the Land and the setback lines along such boundary.

(g) Observe and perform the provisions of the Regulatory Agreement, if any.

Nothing in this paragraph 10.04 is intended or shall be deemed to relieve any Owner of his or her responsibility for limited common elements appurtenant to his or her apartment pursuant to other provisions of this Declaration and the By-Laws.

11. Compliance with Condominium Declaration, By-Laws, Rules and Regulations and Regulatory Agreement. The Association, all Apartment Owners, their families, tenants and guests, and any other persons who may in any manner use the Condominium, shall be bound by and comply strictly with the provisions of this Declaration, the By-Laws, the Regulatory Agreement (if any), the Rules and Regulations and all agreements, decisions and determinations, and resolutions, rules and regulations of the Association lawfully made or amended from time to time. The failure to comply with any of the same shall be grounds for an action for damages or injunctive relief, or both, maintainable by the Board or the Managing Agent on behalf of the Association, or, in a proper case, by any aggrieved Apartment Owner. Nothing in this Declaration or the By-Laws is intended or shall be deemed to abridge the right of any aggrieved Owner or the Association to bring and maintain an action against another Owner or the Association, as the case may be, for failure to comply with the documents or law applicable to the Condominium.

12. Managing Agent and Service of Process. The administration and management of the Condominium may be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws, except that the initial Managing Agent shall be appointed by the Declarant. The Managing Agent is hereby authorized to receive service of legal process in all cases provided for in the Condominium Property Act. In addition, process may be served upon any member of the Board who has a residence or place of business within the City and County of Honolulu, State of Hawaii. Any officer of the Declarant is hereby designated as the agent to receive service of process until such time as the Board is elected. The Declarant's address is: _____.

13. Common Expenses.

13.01 All charges, costs and expenses incurred by the Association for or in connection with the administration and management of the Condominium (including, without limitation to the generality of the foregoing, operational expenses of the Condominium; costs and expenses of maintenance, repair, rebuilding, and restoration of the common elements and any additions and alterations thereto; costs of labor, materials, utility services and other services; any liability for loss or damage arising out of or in connection with the common elements or any accident, fire, or any nuisance thereon; premiums for fire and extended coverage and liability insurance required herein with respect to the Condominium; and the cost of all utility services, including water, electricity and gas, garbage disposal and any other services not separately metered) shall constitute common expenses for which the Apartment Owners shall be severally liable in proportion to their respective common interests; provided, however, that Apartment Owners shall be charged for costs and expenses incurred with respect to limited common elements as follows: Each Apartment Owner shall be charged all costs and expenses (including, but not limited to, maintenance, repair, replacement, additions and improvements) of each limited common element appurtenant to his or her apartment. If a limited common element is appurtenant to two or more apartments, all of such costs and expenses shall be charged to and divided among each of the Owners of such apartments equally or in the proportion that the common interest appurtenant to each apartment bears to the total common interest of all such apartments. It is recognized that extra costs and work may be incurred to separately account for and charge Apartment Owners for limited common elements and that such extra costs and work may not be justified when taking into account the amount of the cost or expense, the difficulty of segregating such costs and expenses, the number of apartments to which similar limited common elements are appurtenant, the apparent difference in the amount of the various assessments to Apartment Owners if such costs and expenses were separately charged rather than being assessed on the basis of each apartment's common interest, and other relative factors. Accordingly, the Board may decide by resolution to assess certain types of costs and expenses of limited

common elements or to assess all costs and expenses of certain similar common elements to all Owners in accordance with the common interest appurtenant to their respective apartments, if the Board determines that such a method of assessment would be equitable. Such a determination shall be final and binding on all Apartment Owners in the absence of a clear showing of abuse of discretion by the Board.

The preceding provisions are not intended to and shall not relieve the Owners of their responsibilities for limited common elements appurtenant to their respective apartments as provided in other provisions of this Declaration and the ByLaws .

The Board shall from time to time assess the common expenses against all the apartments in their respective shares as aforesaid. The unpaid amount of such assessments together with all special assessments, penalties, fines, late charges, interest, costs and reasonable attorneys fees, if any, assessed against any apartment shall constitute a lien against such apartment which may be foreclosed as provided for in the By-Laws and/or in the Condominium Property Act. The portion of the common expenses attributable to casualty and liability insurance when assessed shall be escrowed separately and used only for the payment of insurance premiums.

13.02 No Apartment Owner may exempt himself or herself from liability for his or her share of the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his or her apartment.

13.03 When the mortgagee of a mortgage of record or other purchaser of title to an apartment as a result of a forfeiture or as a result of foreclosure and sale, the party acquiring title in such manner shall not be liable for any share of common expenses or any assessment chargeable to such apartment which became due prior to such acquisition of title. Such unpaid charges shall become common expense to be collected from all Apartment Owners, including such mortgagee or such other purchasers and their respective heirs, successors, legal representatives, and assigns.

14. Reserve Fund or Funds. The Board shall establish a working capital fund for the initial months of Condominium operations by assessment against each of the apartments of an amount equal to at least two months' estimated share of common expenses for each apartment. The Board shall also establish and maintain a maintenance reserve fund in such annual amount as the Board determines to be adequate to provide protection for the payment of common utilities, insurance, maintenance, repair, restoration, and replacement of the common elements and the furniture, fixtures, and mechanical equipment thereof, and other expenses of administration and management of the Condominium, and such other regular and ongoing expenses or recurring liabilities as the Board may reasonably foresee, but in no event less than ten percent (10%) of the gross annual expenses of the Association. The amount of such maintenance reserve fund shall be considered a common expense and shall be assessed to the Owners as a part of same. Such maintenance reserve fund shall meet the requirements of the Regulatory Agreement, if any. The Board may establish reserves for unexpected contingencies and liabilities and such contingency reserve may from time to time be increased or decreased at the discretion of the Board. The amount of such contingency reserves shall be considered a common expense and shall be assessed to the Owners as a part of same. Any amount of the assessment of common expenses which is allocated, used or to be used for capital improvements, or any other capital expenditure, shall not be deemed income to the Association but shall be credited upon the books of the Association to paid-in surplus as a capital contribution by the Apartment Owners. The proportionate interest of each Apartment Owner in all reserve funds of the Association shall not be withdrawn or assigned separately but shall be deemed to be transferred with such apartment even though not mentioned or described expressly in the instrument of transfer or conveyance. If the condominium property regime established hereby is terminated or waived, said funds remaining after the full payment of all common expenses of the Association shall be distributed to all Owners in proportion to their respective common interest, except for Owners of apartments reconstituted as a new condominium property regime.

15. Insurance (Casualty and Liability) and Fidelity Bonds.

15.01 Fire and Extended Coverage Insurance. The Association shall procure and at all times maintain from a company or companies qualified to do business in Hawaii and having a financial rating by Best's Insurance Report of Class VI or better (and, if necessary to procure the required coverage, from other companies) a policy or policies hereinafter in this Section 15.01 called the "Policy") of fire insurance, with special extended coverage endorsement or such broader forms of protection as the Board shall determine including flood insurance under the provisions of the Federal Flood Disaster Protection Act of 1973, if the Condominium is located in an identified flood hazard area as designated by the United

States Department of Housing and Urban Development), for an amount as nearly as practical equal to the full replacement cost, without deduction for depreciation and with an Inflation Guard Endorsement, covering the apartments and fixtures therein and the buildings, fixtures and building service equipment and the common elements and at the option of the Association, all exterior glass, but excluding any improvements made by any Owner, which such Owner himself may insure, and also excluding property of every kind and description underground, except underground conduit or wiring therein beneath the buildings, in the name of the Association. The cost of the Policy shall be a common expense and shall be assessed to the Owners as a part of same. The Policy (unless unobtainable at a reasonable cost):

(a) Shall contain no provision limiting or prohibiting other insurance by the Owner of any apartment, but shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim, apportionment, proration, or contribution, by reason of any such other insurance;

(b) Shall contain no provision relieving the insurer from liability because of loss occurring while hazard is increased in the buildings, whether or not within the control or knowledge of the Managing Agent or the Board, or because of any breach of warranty or condition caused by the Owner or tenant of any apartment or by reason of any act or neglect on the part of the Managing Agent, the Board or the Owner or tenant of any apartment;

(c) Shall provide that the Policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Association) except by the insurer giving to the Board and each Owner, first mortgagee of an apartment and any other person who shall have requested such notice at least sixty (60) days' prior written notice of the proposed cancellation or modification;

(d) Shall contain a provision waiving any right of the insurer to repair, rebuild or replace any improvements if a decision is made pursuant to this Declaration and the By-Laws not to repair, reinstate, rebuild or restore the damage or destruction to the improvements.

(e) Shall contain a provision waiving any right of subrogation by the insurer to any right of the Board against the Owner of an apartment;

(f) Shall provide that any loss shall be adjusted with the insured and the Owner and mortgagee of any apartment directly affected by the loss;

(g) Shall contain a standard mortgagee clause which:

(1) Shall name as an additional insured the holder of any mortgage affecting an apartment whose name shall have been furnished to the Board and to the insurer;

(2) Shall provide that the insurance as to the interest of such mortgagee shall not be invalidated by any act or neglect on the part of the Board or an Owner or tenant of the mortgaged apartment;

(3) Shall waive: (a) any provision invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy; (b) any requirement that the mortgagee pay any premium (provided, that if the Board fails to pay any premium due or to become due under the Policy, the mortgagee may pay the same prior to termination of the Policy by reason of nonpayment of such premium); (c) any contribution clause; and (d) any right to be subrogated to the right of any mortgagee against the Owner or tenant of any apartment or to the Board or to require an assignment of any mortgage to the insurer, except that the insurer may have a right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee, if the insurer shall make no claim of liability against the mortgagor or Owner, and if mortgagee's right to sue any person for any loss or deficiency not covered by the insurance proceeds remains unimpaired.

(4) Shall provide that, without affecting the protection afforded to the mortgagee by such mortgagee clause, the proceeds payable under such clause, if in excess of Fifty Thousand Dollars (\$50,000.00), shall be payable to a corporate trustee selected by the Board which shall be a bank or trust company or real estate management company doing business in Hawaii having net assets of not less than Five Million Dollars (\$5,000,000.00), herein referred to as the "Insurance Trustee" or "Trustee"; and

(5) Shall provide that any reference to a mortgagee in the Policy shall include all mortgagees of any apartment in the order of their priority;

(h) Shall provide for payment of the proceeds to the Insurance Trustee if the total proceeds payable on account of any one casualty exceeds Fifty Thousand Dollars (\$50,000.00); and

(i) Shall require the insurer, at the inception of the Policy and on each anniversary date thereof, to provide the board with a written summary of the Policy in layman's terms. The summary shall include the type of policy, a description of the coverage and the limits thereof, the amount of the annual premium and renewal dates. The Board shall make this information available to each Owner.

15.02 Comprehensive Liability Insurance. The board shall procure and maintain from a company or companies qualified to do business in Hawaii and having a financial rating by Best's Insurance Report of Class VI or better (and, if necessary to procure the required coverage, from other companies) a policy or policies (hereinafter in this Section 15.02 called the "Policy") of public liability insurance to insure the Board, each Owner, and Managing Agent and other employees of the Association against claims for personal injury, death and property damage arising out of the condition of the Condominium or activities thereon or construction work therein or the exercise of any rights, easements and privileges appurtenant thereto under a Comprehensive General Liability form, with minimum limits of not less than \$1,000,000 for damage to property and not less than \$1,000,000 for personal injury to one or more persons arising out of any one accident or occurrence. The Policy (unless unobtainable at a reasonable cost).

(a) Shall contain no provision relieving the insurer from liability because of loss occurring while hazard is increased in the buildings, whether or not within the control or knowledge of the Managing Agent or the Board, or because of any breach of warranty or condition caused by the Owner or tenant of any apartment or any act or neglect on the part of the Managing Agent, the Board or the Owner or tenant of any apartment;

(b) Shall provide that the Policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Association) except by the insurer giving to the Board and each Owner, first mortgagee of an apartment and any other person who shall have requested such notice at least sixty (60) days' prior written notice of the proposed cancellation or modification;

(c) Shall contain a "severability of interest" endorsement precluding the insurer from denying the claim of any Owner because of negligent acts of the Association or any other Owner; and

(d) Shall contain a waiver by the insurer of any right of subrogation to any right of the Board, the Managing Agent, or any Owner against any of them or any other persons under them.

15.03 Fidelity Bonds. The Board shall require that all officers, employees and agents of the Association handling or responsible for its funds, including but not limited to the Managing Agent, shall furnish adequate fidelity bonds as required in the By-Laws and the Condominium Property Act. If this Declaration and the By-Laws shall hereafter be lawfully amended so that there is no Managing Agent, the amount of such fidelity bonds shall be in an amount equal to \$500 multiplied by the number of apartments in the Condominium, but in any event not less than \$20,000 or more than \$100,000.

16. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Condominium, the proceeds of any award of compensation for any improvements shall be payable to a condemnation trustee (the "Condemnation Trustee") which shall be a bank, trust company or real estate management company designated by the Board doing business in Hawaii and having net assets of not less than Five Million Dollars (\$5,000,000.00).

16.01 If the entire Condominium is taken, the Condemnation Trustee shall pay to each Owner and mortgagee of an apartment as their interests may appear, a share of the condemnation proceeds equal to the common interest appurtenant to such apartment.

16.02 In the event of a partial taking of the Condominium in which (i) any apartment is physically eliminated, or (ii) a portion thereof is eliminated and the remaining portion cannot be repaired or rebuilt in a manner

satisfactory to the Owner of the apartment and to the Board, then such apartment shall be removed from the Condominium and the Condemnation Trustee shall disburse to the Owner and any mortgagee of such apartment, as their interests may appear, in full satisfaction of their interests in the apartment, the portion of the proceeds of such award allocable to such eliminated or removed apartment after deducting the proportionate share of such apartment in the costs of debris removal.

NOTE: This sample declaration and provision dates prior to the reserve law coming into effect 1/1/93.

16.03 In the event of any partial taking of the Condominium, the Board shall, subject to the provisions of the preceding paragraph concerning removal of an apartment, arrange for any necessary repair and restoration of the buildings and improvements remaining after the taking in accordance with the design thereof immediately prior to such condemnation, or, if repair and restoration in accordance with such design are not permissible under applicable laws and regulations then in force, in accordance with such modified plan as shall be approved by the Board and the Owner and the mortgagee of record of each apartment in the Condominium remaining after

such taking. Such work shall be undertaken, and disbursements therefor shall be made, in the manner prescribed in paragraph 17 hereof. If the sums held by the Condemnation Trustee are insufficient to pay the cost for such repair and restoration, the Board shall pay such excess according to the same procedure set forth in said paragraph 17 regarding damage to the Condominium.

16.04 If the sums received as a result of a partial condemnation exceed the total of any amounts payable to the Owner and any mortgagee of an eliminated or removed apartment and the costs for debris removal and for repair and restoration of the remaining buildings and improvements, such excess shall be divided among the Owners in accordance with their common interest prior to the condemnation.

17. Damage, Destruction and Restoration. If a building is damaged by fire or other casualty which is insured against and said damage is limited to a single apartment, the insurance proceeds shall be used by the Board or the Insurance Trustee for payment of the contractor retained by the Board to rebuild or repair such apartment, including paint, floor covering and fixtures, in accordance with the original plans and specifications therefor. If the insurance proceeds are insufficient to pay all costs of repair, the remaining deficiency shall be paid as a special assessment to the Owner of said apartment.

If such damage extends to two or more apartments or extends to any part of the limited common elements or to the common elements

(a) If the Owners of the apartments do not reach an agreement in writing within sixty (60) days after the casualty or, if the insurance loss has not been finally adjusted within said 60-day period, within thirty (30) days after such adjustment, that the building or any portion thereof need not be rebuilt or repaired, or if the Owners at an earlier date reach an agreement to rebuild immediately, then the Board shall contract to repair or rebuild the damaged portions of the building or buildings, including all apartments so damaged, as well as the common elements and limited common elements:

(i) In accordance with plans and specifications therefor which will restore the same in conformity with the design immediately prior to the damage; or

(ii) If reconstruction in accordance with such design is not permissible under applicable laws and regulations then in force, in accordance with such modified plans as shall be approved by the Board; provided, however, that if there are holders of first mortgages on apartments who have duly requested and are thereby entitled to receive notice from the Association of such damage or destruction, any such modified plans for reconstruction must also be approved by such holders of first mortgages of apartments to which there is allocated at least 51% of the votes allocated to all apartments subject to first mortgages held by holders entitled to receive notice; and provided, further that, if such modified plans eliminate any apartment and such apartment is not reconstructed, the Insurance Trustee shall pay to the Owner of such apartment the portion of the insurance proceeds allocable to such apartment, less the proportionate share of such apartment in the cost of debris removal, and shall disburse the balance of the insurance proceeds as hereinafter provided.

The insurance proceeds shall be paid by the Trustee to the contractor employed for such work in accordance with the terms of the contract therefor and in accordance with the terms of this paragraph 17. If the insurance proceeds are insufficient to pay all the costs of repairing and rebuilding all damaged apartments as well as the common elements and limited common elements, the Board is expressly authorized to pay such costs in excess of the insurance

proceeds as a common expense, and if the reserves for these expenses are insufficient for this purpose, the Board shall levy a special assessment on the Owners in the same proportions prescribed for the allocation of common expenses.

If a decision is made in accordance with this Declaration and the Condominium Property Act not to repair or rebuild all or any lesser number of damaged or destroyed apartments, the insurance proceeds allocable to any apartment which is not to be rebuilt (hereinafter called an "eliminated apartment"), less the proportionate share of such apartment in the cost of debris removal, shall be paid to the Owner and any mortgagee of the eliminated apartment, as their interests may appear. The remaining insurance proceeds shall be paid to the Insurance Trustee, who shall apply such remaining proceeds to repair and rebuild any portion of the buildings that are to be reconstructed in accordance with this paragraph. If a decision is made to eliminate an apartment, the common interests and other rights of the remaining Owners in the Condominium may be adjusted by amendment of this Condominium Declaration, provided, that the common interest of an Owner may not be altered without his or her consent. The Owner of any eliminated apartment shall be discharged from all obligations to the Condominium after proper amendment of this Condominium Declaration but if this Declaration is not amended so as to discharge the Owners of eliminated apartments of all obligations to the Condominium and so as to equitably adjust the common interests appurtenant to those apartments not eliminated, the Owner of any eliminated apartment may, pursuant to Section 514A-92 of the Condominium Property Act convey his or her interest to the Board for all other Owners and thereby be discharged of all obligations to the Condominium. The Owner of any eliminated apartment may, in addition to his or her allocable share of insurance proceeds, receive such reimbursement as the Board deems appropriate.

(b) The cost of the work (as estimated by the Board) shall be paid out from time to time as the work progresses or at the direction of the Board, subject to the following conditions:

(i) An architect or engineer (who may be an employee of the Board) shall be in charge of the work;

(ii) Each request for payment shall be made on seven (7) days' prior notice of the Trustee and shall be accompanied by a certificate to be made by such architect or engineer stating that: (a) all of the work completed has been done in compliance with the approved plans and specifications and that the sum requested is justly required to reimburse the Board for payments by the Board to, or justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects and other persons rendering services or materials for the work (giving a brief description of such services and materials); and (b) when added to all sums previously paid out by the Trustee, the sum requested does not exceed the value of the work done to the date of such certificate;

(iii) Each request shall be accompanied by waivers of liens satisfactory to the Trustee, covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or other evidence satisfactory to the Trustee showing that no mechanics', materialmen's or other lien or instrument for the retention or encumbrance of title shall have been filed since the commencement of the reconstruction work and permitted to remain undischarged of record with respect to the condominiums or any part of the work;

(iv) The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by regulation or law to render occupancy of the premises legal;

(v) The fee and expenses of the Trustee as determined by the Board and the Trustee shall be paid by the Association as common expenses, and such fees and expenses may be deducted from any proceeds at any time in the hands of the Trustee; and

(vi) The Trustee may impose other reasonable conditions consistent with the foregoing.

(c) Upon completion of the work and payment in full therefor, any remaining insurance proceeds then or thereafter in the hands of the Board or the Trustee shall be paid or credited to the Owners and mortgagees of the apartments, as their interests may appear, in proportion to the respective common interests appurtenant to the apartments.

(d) To the extent that any loss, damage or destruction to the buildings or other property is covered by insurance procured by the Board, the Board shall have no claim or cause of action for such loss, damage or destruction against

any Owner or tenant of an apartment. To the extent that any loss, damage or destruction to the property of any Owner or lessee is covered by insurance procured by such Owner or lessee, such Owner shall have no claim or cause of action for such loss, damage or destruction against the Association, the Board, the Managing Agent, any other Owner. All policies of insurance referred to in this paragraph (d) shall contain appropriate waivers of subrogation by the insurers.

18. Percentage of Votes Required for Rebuilding. In the event of damage to or destruction of all or any part of the Condominium, and where an election is otherwise permissible under the other provisions of this Declaration and the By-Laws, the Condominium shall be rebuilt, repaired or restored unless at least 80% of the Apartment Owners vote not to rebuild, repair or restore. The Board shall send notice in accordance with the By-Laws to all Owners entitled to vote at a special meeting of the Association. Such notice shall recite; the nature and extent of damage; the right of specified Owners to vote against rebuilding or restoration; the percentage of votes necessary to prevent rebuilding or restoration; the time when or within which any such vote must be cast; the place and manner in which any such vote must be cast; whether the loss is covered by insurance, and if so, the final insurance adjustment; and any other information deemed relevant by the Board.

19. VA/FHA Project Qualification; Regulatory Agreement. Until the fifth anniversary date of this Declaration, the Declarant shall have the right to obtain the approval of the Condominium by the VA Administrator so that loans secured by mortgages of apartments in the Condominium might be guaranteed through the VA Home Loan Guarantee Program and other federal housing assistance programs. (The Federal Housing and Rural Development Act requires reciprocity for housing subdivision approvals issued by VA and the federal Department of Housing and Urban Development (the "FHA"). Thus, if VA certification for the Condominium is obtained, loans secured by mortgages on apartments in the Condominium might also qualify for mortgage insurance through FHA); and so that loans secured by mortgages on apartments in the Condominium may qualify for mortgage insurance or guarantees by FHA and VA, the Declarant shall have the right to amend this Declaration to satisfy VA requirements, and, if necessary or convenient in the judgment of the Declarant, to satisfy separate FHA requirements. Without limiting the generality of the foregoing, the Declarant, on behalf of the Association, may execute and record as an amendment to this declaration a Regulatory Agreement in form and substance meeting FHA requirements and substantially identical to the form of Regulatory Agreement attached hereto as Exhibit "D" and by reference made a part hereof.

20. Master Declaration. The Land and the Condominium hereby established is within and a part of an area intended to be developed as a master planned community known as the _____ all as described in that certain Master Declaration of Covenants, Conditions and Restrictions for the _____ (hereinafter the "Master Declaration") referred to in Exhibit "A" attached hereto. The Land and this Declaration are subject and subordinate to the terms and provisions of the Master Declaration, and except where contrary to or prohibited by law (in particular, but not limited to, Chapter S14A of the Hawaii Revised Statutes), any conflict between the terms and provisions of this Declaration and those of the Master Declaration shall be resolved in favor of the latter. Among other things, the Master Declaration provides:

(a) for the establishment of a non-profit corporation incorporated pursuant to Chapter 415B of the Hawaii Revised Statutes known or to be known as the _____ Association (hereinafter the "Master Association");

(b) that every Owner of an apartment in a condominium in the _____ (including this Condominium) shall be a member of the Master Association by virtue of such ownership;

(c) that each association of owners of a condominium project that is part of the _____ (including the association of this Condominium) will be considered a _____ of the Master Association.

(d) that the Master Association, through each Neighborhood Association, shall have the power and authority to have levied against each "Lot" (including each apartment in this Condominium) and to have collected from the Owner thereof, regular "Maintenance Assessment", "Special Assessments", "Assessments for Capital Contributions" and "Neighborhood Assessments" which are separate from and in addition to the assessments made by the Association to pay the common expenses of this Condominium; and

(e) that liens may be created on Lots (including apartments in this Condominium) for non-payment of assessments made in behalf of the Master Association.

By acquiring an ownership interest in an apartment in the Condominium, each Owner covenants and agrees that

he/she and the family, lessees, tenants and guests of such Owner will abide by all applicable terms, covenants, conditions and provisions set forth in the Master Declaration and the Articles of Incorporation, By-Laws and any duly adopted rules and regulations of the Master Association.

21. Special Conditions Applicable to Site Within the _____. By acquiring an ownership interest in an apartment in the Condominium, each Owner, for himself/herself and for the family, lessees, tenants and guests of such Owner, acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of right hereinafter set forth.

(a) Agricultural Operations. Each Owner acknowledges that the _____ is located near or adjacent to properties (hereinafter referred to as "Agricultural Properties"), that are used for the production of sugar cane, other agricultural uses and the development of alternative energy projects. An easement is hereby reserved over the _____ for the benefit of the owners of the Agricultural Properties and their successors-in-title for the transmission, discharge, or emission of surface water runoff, noise, smoke, soot, dust, noxious vapors, odors and other substances which are created by and result from (i) all activities incidental to the operation of a sugar cane field including, but not limited to, burning sugar cane and bagasse and milling, trucking, and hauling sugar cane; (ii) the operation of diversified agricultural projects; and (iii) the development and operation of alternative energy projects. Each Owner and occupant further acknowledges that neither the Association, the owners of the Agricultural Properties, or any related entities, affiliates, successors-in-title or assigns shall be held liable for any nuisance, personal injury, illness or any other loss or damage which is caused by the presence and operation of the Agricultural Properties adjacent to or near the _____.

(b) Excess Noise. Each Owner acknowledges that the _____ may be in an area in which noise levels exceed noise level standards promulgated by the State of Hawaii and that the _____ is located within an area in which noise levels exceed noise level standards for residential-zoned areas promulgated by the Department of Health, State of Hawaii. Each Owner acknowledges that these noise levels are not acceptable to some individuals. Each Owner further acknowledges that neither the _____ any related entities or affiliates of the City and County of Honolulu, the State of Hawaii, nor any successors-in-title or assigns shall be held liable for any nuisance, personal injury, illness or any other loss or damage which is caused by noise or vibrations.

(c) Golf Course; _____. Each Owner understands and acknowledges that the _____ is located adjacent to a proposed golf course (the "Golf Course") and commercial center (the "_____"), both of which are not members of the Master Association. Each Owner acknowledges that such proximity may create conditions of nuisance or hazard to person and/or property as a result of golf course operations, including any existing or future golf driving ranges, clubhouse activities, relocation and reconfiguration of the golf course design or other golf-related activities. The Association and each Owner covenants that he/she shall assume all risks associated with being located in the proximity of the Golf Course or the _____; including, but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to golf course operations and other golf related activities.

(d) Hold Harmless. Each Owner and the Association, respectively, shall indemnify and hold harmless _____, the owners of the Golf Course, the owners of the _____ and any related entities, affiliates, successors or assigns of them, from and against any and all claims and demands for damages made by, through or under such Owner of the Association, as the case may be, and from and against costs and expenses in connection therewith, including reasonable attorneys' fees, which claims and demands arise from the operation of any recreational or commercial facility, including the Golf Course and the _____ and which relate to noise, lighting, traffic or odors emanating from or engendered by such facilities and operations.

(e) Easement for Golf Balls. The Land is burdened with an easement permitting golf balls unintentionally to come upon property, if any, immediately adjacent to the Golf Course and permitting golfers at reasonable times and in a reasonable manner to come upon such property to retrieve errant golf balls, provided that, if any of the property is fenced or walled, the golfer is required to seek the property Owner's permission before entry. Under no circumstances, however, shall the Association, the Declarant of and named in the Master Declaration, or the owners of the Golf Course be held liable for any damage or injury resulting from errant golf balls or the exercise of such retrieval right.

(f) Easements for Golf Course. The Golf Course, its guests, invitees, employees, agents, contractors and designees shall at all times have a right and non-exclusive easement of access and use over all roadways located within the _____ (not including the driveways and parking areas designated as common elements of the Condominium)

which are reasonably necessary for travel to and from the entrance to the _____, to and from the Golf Course and, further, over those portions of the _____ reasonably necessary for the operation, maintenance, repair and replacement of the Golf Course. Without limiting the generality of the foregoing, guests of the Golf Course and other permitted members of the public shall have the right to park their vehicles on the roadways located within the _____ (but not the driveways and parking areas designated as common elements of the Condominium) at reasonable times before, during and after golf tournaments and other similar functions held by or at the Golf Course.

(g) Additional Disclosures. It is hereby disclosed and each Owner hereby acknowledges that:

(1) There exists a surface encroachment agreement regarding the water sprinkler system in sidewalk areas along _____ with the Department of Public Works for the City and County of Honolulu;

(2) There exist restrictive covenants running with the title to the Land requiring all developments and architectural design to be in accordance with the _____ approved by the Department of Land Utilization of the City and County of Honolulu, and subject to review and approval by the Architectural Design Review Committee of the _____ prior to obtaining a building permit..

(3) There exist access easements within and buffer zone easements along~ portions of the _____. Said easements are in favor of the United States of America, Department Of Navy in connection with the Navy's access to and possible transporting of munitions to and from the ' _____

22. Latent Defects. As long as the Declarant and its successors and assigns (other than purchasers of apartments in the Condominium) owns one or more of the apartments, Declarant, for itself and such successors and assigns, agrees to take no action which would adversely affect the rights of the Association or the Owners with respect to any assurances made by third parties against latent defects in the Condominium or any other rights assigned to or incurring to the benefit of the Association or the Owners by reason of the establishment of this Condominium .

23. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if the invalid provision had never been included herein.

24. Amendment. Except as otherwise expressly provided herein or in the Condominium Property Act, this Declaration may be amended by the vote of at least seventy-five percent (75%) of the Apartment Owners, evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association; provided, however, that the amendment of any provision of this Declaration which is for the express benefit of holders or insurers of first mortgages on apartments in the Condominium shall also require the approval of eligible holders of first mortgages on apartments to which there is allocated at least fifty-one percent (51%) of the votes allocated to all apartments subject to first mortgages. Each such amendment shall be effective upon recordation in the Bureau of Conveyances. At any time prior to the recording of the first conveyance of an apartment (or any interest therein) to a party not a signatory hereto, the Declarant may amend this Declaration (including all exhibits) and the By-Laws and Condominium Map in any manner.

Notwithstanding the lease, sale or conveyance of any of the apartments, the Declarant may amend this Declaration (and when applicable, the Condominium Map) to file the "As-Built Certificate" required by Section 514A-12 of the Condominium Property Act, provided that such certificate contains a verified statement of a registered architect or professional engineer certifying that the final recorded Condominium Map fully and accurately depicts layout, location, apartment numbers, and the dimensions of the apartments as built; or any revised plans filed with such certificate involve only immaterial changes to the layout, location, or dimensions of the apartments as built or any changes in apartment numbers. No amendment which subdivides and/or consolidates an apartment or apartments and reapportions the common interests respectively appurtenant to the apartment or apartments so subdivided and/or consolidated shall be enacted without the written consent of the owners of the affected apartment(s), their mortgagees and the Declarant. Paragraphs 6.05, 6.06, 6.07, 6.08, 8.01, 8.03, 19 and 20 may not be amended without the prior written consent of the Declarant, notwithstanding that one hundred percent (100%) of the Apartment Owners may vote therefor. In case of a modification or amendment to the By-Laws, this Declaration shall be amended to set forth such modification or amendment pursuant to such percentage vote as required by the By-Laws to render effective such modification or amendment.

Notwithstanding the lease, sale, or conveyance of any of the apartments, the Declarant may and hereby reserves the right to join in and participate with others in a consolidation and resubdivision of properties, including the Land, and a cancellation of certain easements presently affecting the Land and the designation of certain other easements affecting the Land, PROVIDED that: (i) the consolidation, resubdivision, cancellation of easements and designation of easements as aforesaid (hereinafter referred to as the "Resubdivision") does not affect the layout of the Condominium or the layout, location, dimensions or structure of any of the buildings and apartments thereof; (ii) the Resubdivision will not change or reapportion the common interests appurtenant to the apartments of the Condominium; (iii) the easements to be cancelled in connection with the Resubdivision will be Easements 5103 and Easements 25 and 26, as referred to in said Exhibit "A" attached hereto; (iv) the easements to be designated in connection with the Resubdivision will be landscaping easements along the roadway frontage of the Land, easements for sanitary sewer purposes and drainage easement; and (v) the Resubdivision is ordered and effected on or before December 31, 1993; and PROVIDED further that, if in order to effectuate the Resubdivision, the joinder and/or consent of Apartment Owners should be required in connection with and as a necessary part of a Petition for the Resubdivision in the Land Court and/or the authorization for recording a File Plan Amendment for the Resubdivision and/or any other procedure necessary for the Resubdivision, the Declarant shall be and is hereby appointed and authorized to execute and file any such joinder and/or consent for and in behalf of each such Apartment Owner as such Apartment Owner's lawful attorney-in-fact for such purpose. If and when the Resubdivision is ordered and effected, Declarant may and hereby reserves the right to amend this Declaration by substituting a new Exhibit "A" in place of the Exhibit "A" attached hereto, which new Exhibit "A" will contain the revised description of the Land after the Resubdivision, and the joinder and/or consent of Apartment Owners, if any, shall not be required for such amendment.

IN WITNESS WHEREOF, the Declarant has executed this instrument this _____ day of _____.

BY _____
Its Executive Vice President

STATE OF HAWAII)
)SS.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 19__, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of _____ a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, State of Hawaii
My Commission Expires _____

EXHIBIT "B"

DESCRIPTION OF CONDOMINIUM

The Condominium contains: one hundred thirty-six (136) apartment units located in fourteen (14) two-story wood framed buildings, without basements. All buildings are built basically of concrete, wood, glass and allied building materials. There are 261 uncovered on-grade parking stalls located near the buildings. At least one parking stall is assigned to each apartment. Fourteen (14) stalls are set aside for visitors. Two (2) stalls are set aside for car wash use.

Building and Apartment Unit Types.

The buildings are divided into four (4) different types. Building Type 1 has 8 apartments, all of which are Type C units. Building Type 2 has 12 apartments, 8 of which are Type A units and 4 of which are Type B units. Building Type 3 has 12 apartments, all of which are Type D units. Building Type 4 has 8 apartments, all of which are Type D units. The Condominium has: five (5) Type 1 Buildings; and three (3) each of Type 2, Type 3 and Type 4 Buildings.

There are 4 basic types of apartment units, Type A, Type B, Type C and Type D.

1) Type A: One-story unit containing 2 bedrooms, 1-1/2 bathrooms, a living room, dining room, kitchen, hallway and lanai. Each Type A unit contains a net living area of 750 square feet, more or less, plus a lanai of approximately 90 square feet. The configurations of Type A units located side by side in the same building are the reverse or mirror image of each other. There are 24 units of this type.

2) Type B: One-story unit containing 2 bedrooms, 2 bathrooms, a combined living room/dining room, kitchen, hallway and a lanai. Each Type B unit contains a net living area of 750 square feet, more or less, plus a lanai area of approximately 70 square feet. The configurations of Type B units located side by side in the same building are the reverse or mirror image of each other. There are 12 Apartments of this type.

3) Type C: One-story unit containing 2 bedrooms, 2 bathrooms, a living room, dining room, kitchen, hallway and a lanai. Each Type C unit contains a net living area 830 square feet, more or less, plus a lanai area of approximately 90 square feet. The configurations of Type C units located side by side in the same building are the reverse or mirror image of each other. There are 40 Apartments of this type.

4) Type D: One-story unit containing 2 bedrooms, 1 bathroom, a combined living room/dining room, kitchen, hallway and a lanai. Each Type D unit contains a net living area of 657 square feet, more or less, plus a lanai area of approximately 85 square feet. The configurations of Type D units located side by side in the same building are the reverse or mirror image of each other. There are 60 Apartments of this type.

Each apartment will have carpeting (except in the kitchen and bathroom or rooms which will be sheet vinyl), range and oven with hood, garbage disposal and a waterheater. The waterheaters for Type B and Type D units are located on the first floor level in an exterior compartment adjoining the building. Each compartment contains 4 waterheaters, one for each of two adjoining first story apartments and one for each of the two second story apartments above. The waterheater for each apartment (including related piping serving only that unit) is a part of that apartment, even if it is located outside the perimeter of the unit.

Apartment Numbers and Access: Each apartment is identified by a letter followed by a three digit number. The letter identifies the building in which the apartment is located. In the three digit number, the first digit indicates the floor on which the apartment is located, and the last two digits indicate that apartment's relative location on a given floor. The Apartments are numbered in ascending order from "01" to "06" in Type 2 and Type 3 Buildings and "01" to "04" in Type 1 and Type 4 Buildings.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, called "limited common elements", are set aside and reserved for the exclusive use of certain apartments. The limited common elements are as follows:

- (a) Each apartment will have appurtenant to it at least one parking stall. The Condominium Map identifies

each stall by a parking stall number. A parking stall marked with a "C" designation on the Condominium Map indicates a parking stall which is "compact" in size. A parking stall marked with an "HC" designation on the Condominium Map indicates a parking stall which is oversized for the handicapped. A listing of the parking stalls (not including the "C" or the "HC" designations) and the apartments to which they will be appurtenant initially is as follows:

BUILDING/
APARTMENT STALL
NO. NO.

A-101 20/21*

A-102 16/17*

A-103 12/13*

A-104 6...

(Omitted from this Sample Declaration: Bldg/Apt.No. & Stall No. A-201 22/23* through P-205 255)

...P-206 257

* "Tandem" parking stalls, that is, two parking stalls situated one behind the other.

Guest Parking Stalls (indicated on the
Condominium Map by the letter "G"): 38, 39, 40, 41, 158, 159, 160, 161, 168, 169, 170, 211, 212, 213

Additional Parking Stalls Appurtenant to
Apartment A-101 Available for Purchase: 1, 2, 3, 4, 5, ...(numbers omitted from this Sample Declaration)...261

Extra Stalls for Car Wash
Use (indicated on
Condominium Map by
the letters "C W"): 7 & 210

(b) Each fenced-in yard area is a limited common element appurtenant to the first floor apartment which such yard area adjoins. The outer limit of each such yard area is deemed to be the interior surface of the fence (i.e., the surface facing the apartment) enclosing the area.

(c) Each compartment containing hot water heaters and located on the exterior of the buildings adjacent to apartments are limited common elements to such ground level apartments and to the second story apartments above them which are served by the water heaters contained therein.

(d) The concrete pad outside the door of each ground level apartment is a limited common element appurtenant to that apartment. Each stairway and second story landing providing access to a second story apartment is a limited common element appurtenant to that apartment. Those stairways and landings or lanais which serve two second story apartments shall be limited common elements appurtenant to both of the apartments so served, provided that the portion of such second story landing or lanai directly adjacent to the entrance of a second story apartment is a limited common element appurtenant to that apartment only.

(e) Each mailbox bearing the same identification as an apartment is a limited common element to that apartment. The separate mailbox structure located at the corner of Driveway "C" and Driveway "A" as shown on the Condominium Map is a limited common element to the apartments having a mailbox in that mailbox structure.

- END OF EXHIBIT "B" -

EXHIBIT "C"

<u>Type and Number of Apartments</u>	<u>Apartment Nunnbers</u>	<u>Percentage of Undivi ded Interest For Each Apt.</u>	<u>Total Percentage Interest For Each Apt . Type</u>
Type A (24):	B-101, B-102, B-105, B-106, B-201, B-202, B-205, B-206, D-101, D-102, D-105, D-106, D-201, D-202, D-205, D-206, F-101, F-102, F-105, F-106, F-201, F-202, F-205, F-206	.75	18.000
Type B (12):	B-103, B-104, B-203, B-204, D-103, D-104, D-203, D-204, F-103, F-104, F-203, F-204	.75	9.000
Type C (40):	C-101, C-102, C-103, C-104, C-201, C-202, C-203, C-204, E-101, E-102, E-103, E-104, E-201, E-202, E-203, E-204, G-101, G-102, G-103, G-104, G-201, G-202, G-203, G-204, H-101, H-102, H-103, H-104, H-201, H-202, H-203, H-204, J-101, J-102, J-103, J-104, J-201, J-202, J-203, J-204	.85	34.000
Type D (60):	A-101, A-102, A-103, A-104, A-201, A-202, A-203, A-204, K-101, K-102, K-103, K-104, K-201, K-202, K-203, K-204, L-101, L-102, L-103, L-104, L-105, L-106, L-201, L-202, L-203, L-204, L-205, L-206, M-101, M-102, M-103, M-104, M -201, M-202, M-203, M-204, N-101, N-102, N-103, N-104, N-105, N-106, N-201, N-202, N-203, N-204, N-205, N-206, P-101, P-102, P-103, P-104, P-105, P-106, P-201, P-202, P-203, P-204, P-205, P-206	.65	39.000
Grand Total			100.000%

- END OF EXHIBIT "C" -

APPENDIX C

SAMPLE BY-LAWS

WHEREAS, in contemplation of such conveyance, Owner and Developer desire to amend and restate the Original Declaration, as amended, and the Original Bylaws, as amended, and to amend the Condominium Map;

NOW, THEREFORE, in order to amend and restate the Original Bylaws in their entirety, the following By-Laws of the Association of Apartment Owners of _____ shall apply to the _____ condominium (the "Project"), as described in and created by the Declaration, to the real property described in the Declaration, which real property is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof for all purposes, and to all present and future owners, tenants and occupants of any apartments of the Project and all other persons who shall at any time use the Project ~

ARTICLE I

INTRODUCTORY PROVISIONS

Section 1. Definitions. The terms used herein shall have the meanings given to them in the Condominium Property Act, Chapter 514A of the Hawaii Revised Statutes, as amended (the "Act"), except as otherwise expressly provided herein. The term "common elements~ means those elements designated in the Declaration as common elements and limited common elements. The term "limited common elements~ means those elements designated in the Declaration as limited common elements. The term "Project" shall include the land, the building and all improvements thereon (including the apartments and the common elements) and all easements, rights and appurtenances belonging thereto, and all other property affixed thereto and intended for use in connection therewith. The term "Rules and Regulations" and "House Rules" refer to the Rules and Regulations for the Project governing the conduct of occupants of the buildings adopted by the Board of Directors of the Association of Apartment Owners (the "Board") and may incorporate rules and regulations adopted by the Board and the owners of the commercial apartments as hereinafter provided. "Apartment owner" means a person or legal entity owning severally or as a co-tenant a residential or commercial apartment and the common interest appertaining thereto, to the extent of the interest so owned. Unless otherwise provided herein, the term "mortgagee" means any holder, including an institutional holder, of any recorded mortgage, or equivalent security interest lien on any apartment in the Project.

Section 2. Conflicts. These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of said Act or of the Declaration, the provisions of said Act or of the Declaration, as the case may be, shall control.

Section 3. Application. All present and future owners, mortgagees, tenants and occupants of apartments and their employees, and any other persons who may use any part of the Project in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations. The acceptance of an apartment deed or the act of occupancy of an apartment shall constitute an agreement that these By-Laws, the House Rules and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II

ASSOCIATION OF APARTMENT OWNERS

Section 1. Membership. The Association of Apartment Owners of _____ (the "Association") shall be comprised of all of the apartment owners acting as a group in accordance with these By-Laws and the Declaration.

Section 2. Qualification. All owners of apartments in the Project shall constitute the Association. The owner of any apartment upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by any lease or agreement of sale of any apartment recorded in the Bureau, the lessee of such apartment or the purchaser thereof shall be deemed to be the owner thereof; provided, further, that the Seller under an agreement of sale may

retain the right to vote on matters substantially affecting Seller's security interest in the apartment as provided in Section 514A-83 of the Act. Notwithstanding anything to the contrary provided herein, the Developer shall be entitled to exercise the powers, vote and/or act for the Association and the Board on all matters until such time as the first conveyance of an apartment of the Project to a party not a signatory hereto. Thereafter, the Developer, as the owner of any unsold apartments, shall be entitled to vote the interest of each such apartment.

Section 3. Membership List. The resident manager, the managing agent of the Project (the "Managing Agent") or the Board shall keep an accurate and current list of the names and addresses of the members of the Association and the names and addresses of any vendees of an apartment under an agreement of sale. The list shall be maintained at a place designated by the Board and a copy shall be available, at cost, to any member of the Association as provided in the Declaration or these By-Laws or the Rules and Regulations or, in any case, to any member who furnishes to the resident manager, the Managing Agent or the Board, a duly executed and acknowledged affidavit stating that

the list (1) will be used by such owner personally and only for the purpose of soliciting votes or proxies or providing information to the other owners with respect to Association matters and (2) shall not be used by such owner or furnished to anyone else for any other purpose.

Section 4. Powers of Association. The following powers shall be vested in the Association, which shall exercise said powers in accordance with the provisions hereof:

(A) The election of a Board of Directors.

(B) The operation of the Project, payment of common expenses and determination and collection of common charges.

(C) The collection from the apartment owners of their shares of the common expenses.

(D) The designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements.

(E) The adoption of Rules and Regulations governing the details of operation and use of the common elements.

(F) The establishment of such restrictions and requirements not inconsistent with the Declaration or the Act regarding the use and maintenance of the apartments and the use of the common elements.

(G) The amendment of these By-Laws in accordance with the Declaration, Article XIII hereof and subject to Section 514A-82 of the Act.

(H) The approval of the annual budget prepared and submitted by the Board.

Nothing in this Section 4 shall prohibit the delegation by the Association of any of its powers in accordance with these By-laws as they may be amended from time to time.

Section 5. Other Powers. In addition to the powers enumerated in Section 4 above and in addition to the powers granted by any other provision herein, the Association may exercise any and all powers not inconsistent with any law or the Declaration, which are reasonably incidental to the fulfillment of the purposes of the condominium property regime set forth in the Declaration, or are reasonably incidental to the exercise of its powers as set forth in the Declaration or herein.

Section 6. Documents of the Association.

(A) The Association's most current financial statement and minutes of the Board's meetings, once approved, shall be available to any owner at no cost or on twenty-four (24) hour loan, at a convenient location designated by the Board.

(B) Minutes of meetings of the Board and the Association for the current and prior year shall be available for examination by apartment owners at convenient hours at a place designated by the Board. Minutes of meetings shall include

the recorded vote of each Board member on all motions except motions voted on in executive session. Copies of meeting minutes shall be provided to any owner upon the owner's request provided that the owner pay a reasonable fee for duplicating, postage, stationery and other administrative costs associated with handling the request.

(C) Financial statements, general ledgers, the accounts receivable ledger, accounts payable ledgers, check ledgers, insurance policies, contracts and invoices of the Association for the current and prior year and delinquencies of ninety (90) days or more shall be available for examination by apartment owners at convenient hours at a place designated by the Board; provided:

(1) That the Board may require owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interests of the Association or its members or both; and

(2) That owners pay for administrative costs in excess of eight (8) hours per year.

Copies of these items shall be provided to any owner upon the owner's request, provided that the owner pay a reasonable fee for duplicating, postage, stationery and other administrative costs associated with handling the request.

(D) Apartment owners shall also be permitted to view proxies, tally sheets, ballots, apartment owners' check-in lists, and the certificate of election for a period of thirty (30) days following any Association meeting; provided:

(1) That the Board may require apartment owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or its members or both; and

(2) That apartment owners pay for administrative costs in excess of eight (8) hours per year.

Proxies and ballots may be destroyed following the thirty (30) day period. Copies of tally sheets, owners' check-in lists, and the certificates of election from the most recent Association meeting shall be provided to any owner upon the owner's request, provided that the owner pay a reasonable fee for duplicating, postage, stationery and other administrative costs associated with handling the request.

(E) Apartment owners may file a written request with the Board to examine other documents. The Board shall give written authorization or written refusal with an explanation of the refusal within thirty (30) calendar days of receipt of the request.

Section 7. Association Funds; Handline and Disbursement.

(A) The funds in the general operating account of the Association shall not be commingled with funds of other activities such as lease rent collections and rental operations, if any, nor shall the Managing Agent commingle any Association funds with the Managing Agent's own funds.

(B) For purposes of subsection (A), lease rent collections and rental operations shall not include the rental or leasing of common elements that is conducted on behalf of the Association; provided that the collection is allowed by the provisions of the Declaration, these By-Laws or the master deed.

(C) All funds collected by the Association or by the Managing Agent for the Association, shall be:

(1) Deposited in a financial institution located in the State of Hawaii whose deposits are insured by an agency of the United States government;

(2) Held by a corporation authorized to do business under Chapter 406 of the Hawaii Revised Statutes, as amended; or

(3) Invested in the obligations of the United States government.

All funds collected by the Association shall only be disbursed by employees of the Association under the supervision of the Board. All funds collected by the Managing Agent from the Association shall be held in a client trust fund account and shall be disbursed only by the Managing Agent or the Managing Agent's employees under the supervision of the Board.

(D) The Managing Agent or the Board shall not transfer Association funds by telephone between accounts, including but not limited to the general operating account and reserve fund account.

(E) The Managing Agent shall keep and disburse funds collected on behalf of the apartment owners in strict compliance with any agreement made with the apartment owners, Chapter 467 of the Hawaii Revised Statutes, as amended, the rules of the Hawaii Real Estate Commission (the "Real Estate Commission"), and all other applicable laws.

Section 8. Audit. The Association shall require an annual audit of the Association's financial accounts and no less than one (1) yearly unannounced verification of the Association's cash balance by a certified public accountant; provided, however, that if at any time the Association should ever be comprised of less than twenty (20) owners, the annual audit and unannounced cash balance verification may be waived by a majority vote of all apartment owners taken at a meeting of the Association. Unless otherwise waived as herein provided, the Association shall, by majority vote at any annual or special meeting, appoint annually a certified public accountant or accounting firm as auditor, who shall not be an officer of the Association nor own any interest in any apartment, to conduct the yearly audit of the Association's financial accounts and the yearly unannounced verification of the Association's cash balance or any additional audit of the Association's financial accounts as may be additionally required by the Board.

The Board shall make available a copy of the annual audit to each apartment owner at least thirty (30) days prior to the annual meeting which follows the end of the fiscal year. The Board shall provide upon all official proxy forms a box wherein the owner may indicate that the owner wishes to obtain either a summary of the annual audit report, or an unabridged copy of the annual audit report. The Board shall not be required to submit a summary of the annual audit report or a copy of the annual audit report to the owner if the proxy form is not marked. If the annual audit has not been completed by that date, the board shall make available:

(A) An unaudited year end financial statement for the fiscal year to each apartment owner at least thirty (30) days prior to the annual meeting; and

(B) The annual audit to all owners at the annual meeting, or as soon as the audit is completed, whichever occurs later.

If the Association's fiscal year ends less than two (2) months prior to the convening of the annual meeting, the year-to-date unaudited financial statement may cover the period from the beginning of the Association's fiscal year to the end of the month preceding the date on which notice of the annual meeting is mailed.

Section 9. Sale or Rental of Apartments by Association Employees. The Association's employees shall not engage in selling or renting apartments in the Project except Association-owned units, unless such activity is approved by an affirmative vote of sixty-five percent (65%) of the membership.

ARTICLE III

MEETINGS OF THE ASSOCIATION

Section 1. Annual Meeting. The first meeting of the Association shall be held at the call of the Managing Agent upon at least fourteen (14) days written notice to the apartment owners, which notices shall be given in the manner prescribed in Section 3 hereinbelow. Said meeting shall be held not later than one hundred eighty (180) days after the date of recordation of the first apartment conveyance, provided, that prior to such meeting forty percent (40%) or more of the apartments have been sold and the instruments conveying and/or demising the same have been recorded. If forty percent (40%) of the apartments have not been sold and the instruments conveying and/or demising the same have not been recorded within one (1) year after recordation of the initial apartment conveyance, then the first annual meeting shall be held as soon thereafter as practicable upon the call of at least ten percent (10%) of the apartment owners. The first meeting of the Association and,

thereafter, the annual meeting of the Association shall be held at the address of the Project or such other suitable place within the State of Hawaii as may be designated by the Board within ninety (90) days following the close of the fiscal year of the Association, or at such other time as the Board shall from time to time determine. The annual meeting shall be a general meeting, and at such meeting any business within the powers of the Association, without special notice of such business, may be transacted except as limited by law, the Declaration or by these By-Laws.

Section 2. Special Meetings. A special meeting of the Association may be held at any time upon the call of the President of the Association (the "President") or upon the call of the Board or of the owners of not less than sixty percent (60%) of the common interests. Upon the receipt of such call, the Secretary of the Association (the "Secretary") shall send out notices of the meeting in writing to all apartment owners. Such special meeting shall be held at the time specified in such call (or if unspecified, then within thirty (30) days of the receipt of the call) at the address of the Project or at any other suitable place within the State of Hawaii as may be designated by the Board.

Section 3. Notices. Any notices permitted or required to be given herein must be in writing and may be delivered either personally or by mail. The notice of every meeting of the Association shall state whether it is an annual or a special meeting, the authority for the call of the meeting, and shall contain at least the date, time and place of the meeting, the items on the agenda for such meeting and a standard proxy form authorized by the Association, if any. Notices of Association meetings, whether *annual* or special, shall be sent to each member of the Association at least fourteen (14) days prior to the meeting. If delivery is made by mail, notice shall be deemed to have been delivered twenty-four (24) hours after a copy of such notice has been deposited in the United States mail, postage prepaid, addressed to the person to whom the notice is to be given at the address given by such person to the Board or to the apartment which such person owns if no address has been given to the Board. Such address may be changed from time to time by notice in writing to the Board. Upon written request for notice delivered to the Board, the holder of any duly recorded mortgage against any apartment may promptly obtain a copy of any and all notices permitted or required herein to be made to the owner or owners whose apartment is subject to said mortgage. Said request for notice need not be renewed and shall entitle the holder of such mortgage requesting such notice to receive all notices sent to the owner or owners whose apartment is subject to said mortgage from and after the date of said request until said request is withdrawn or the mortgage is discharged of record. If notice is given pursuant to the provisions of this Section, the failure of any apartment owner to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. The presence of any apartment owner, in person or by proxy, at any meeting shall be deemed a waiver of any required notice to such owner, unless he shall, at the opening of such meeting, object to the holding of such meeting because of the failure to comply with the provisions of this Section. Any meetings so held without objection, notwithstanding the fact that no notice of the meeting was given, or that the notice given was improper, shall be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken by the Association.

Section 4. Quorum. The presence at any meeting in person or by proxy of a majority of apartment owners shall constitute a quorum, and the acts of a majority of the apartment owners present at any meeting at which a quorum is present shall be the acts of the Association except as otherwise provided herein. The terms "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interests as established by the Declaration. The term "majority of owners present at any meeting" shall mean owners of apartments to which are appurtenant more than fifty percent (50%) of the aggregate common interests appurtenant to apartments owned by those present in person or by proxy at the meeting. Any other specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests.

Section 5. Voting. All apartment owners shall be members of the Association and shall be entitled to vote at meetings thereof. Voting shall be on a percentage basis with the percentage of the total vote to which each apartment is entitled being the same as the percentage of the common interests assigned to such apartment in the Declaration. Votes may be cast in person or by proxy by the respective apartment owners as shown in the record of ownership of the Association. An executor, administrator, legal representative, guardian or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any apartment owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such apartment in such capacity. The vote for any apartment owned of record by two (2) or more persons may be exercised by any one (1) of them present at any meeting in the absence of protest by the other co-owner or co-owners. In case of such protest each co-owner shall be entitled to only the share of such vote proportionate to such co-owner's share of ownership in such apartment. Votes allocated to any area which constitutes a common element under Section 514A-13(h) of the Act shall not be cast at any Association meeting, whether or not it is so designated in the

Declaration.

Section 6. Cumulative Voting. There shall be cumulative voting in the election of directors. Each apartment owner may accumulate such owner's votes and may cast for any one (1) or more nominees to the Board a vote equivalent to the votes which such owner is entitled to multiplied by the number of directors to be elected by the Association. Each owner shall be entitled to give all of such owner's votes to one (1) nominee or to distribute such owner's votes in such manner as such owner shall determine among any or all of the nominees, and the nominees receiving the highest number of votes on the foregoing basis, up to the total number of directors to be elected by the Association, shall be deemed elected.

Section 7. Proxies and Pledges. The authority given by any apartment owner to another person to represent such owner at meetings of the Association shall be evidenced by a proxy. A proxy, to be valid, must be delivered to the Secretary or Managing Agent, if any, no later than 4:30 p.m. on the second (2nd) business day prior to the date of the meeting to which it pertains, and must contain at least: the name of the Association, the date of the meeting of the Association, the printed name and signature of the person or persons giving the

proxy, the apartment or apartments for which the proxy is given, the printed name of the person or entity to whom the proxy is given, and the date that the proxy is given. Subject to the provisions of Section 8 hereof to the contrary, the proxy form which accompanies the notice of meeting: (a) shall be valid only for the meeting to which such notice pertains and its adjournment. (b) may designate any person as proxy, and (c) may be limited as the apartment owner desires and indicates; provided, however, that no proxy shall be irrevocable unless coupled with a financial interest in the apartment for which the proxy is given. Proxies may be given to the Board; provided that the proxy form shall contain a box wherein the owner may indicate that the owner wishes the vote to be shared with each Board member receiving an equal percentage. Proxy forms which are not marked shall be considered a choice by the owner that the vote be made on the basis of the preference of the majority of the Board. No officer of the Board shall use Association funds to solicit proxies; provided, however, that this shall not prevent an officer from exercising his right as an apartment owner under Section 8 hereof. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest herein, a true copy of which is filed with the Board through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner. Any one (1) of two (2) or more persons owning any apartment may give or revoke a proxy for the entire vote of such apartment or if so specified in the proxy, for a share of such vote in proportion to the share of ownership of the person or persons giving such proxy. Any proxy given by a co-owner or co-owners for only a share of an apartment's vote in proportion to the share of ownership of such co-owner or co-owners shall be revocable only by such co-owner or co-owners. Any proxy given by a co-owner or co-owners for only a share of an apartment's vote may be exercised to cast the entire vote for such apartment in the absence of protest by another co-owner or the holder of a proxy from another co-owner, and, in case of such protest, each co-owner or holder of a proxy from a co-owner, as the case may be, shall be entitled to only a share of such apartment's vote in proportion to the respective shares of ownership in such apartment.

Section 8. Solicitation of Proxies. No resident manager or Managing Agent shall solicit, for use by such resident manager or Managing Agent, any proxies from any apartment owner of the Association, nor shall he cast any proxy vote at any Association meeting except for the purpose of establishing a quorum. No member of the Board who uses Association funds to solicit proxies, shall cast any proxy votes for the election or reelection of board members at any Association meeting unless the proxy form specifically authorizes the board member to vote for the election or reelection of board directors and the Board first posts notice of its intent to solicit proxies in prominent locations within the Project at least thirty (30) days prior to its solicitation of proxies; provided, however, that if the Board receives within seven (7) days of the posted notice a request by any owner for the use of Association funds to solicit proxies accompanied by a statement, the Board shall: (i) mail to all owners a proxy form containing either the names of all owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or (ii) mail to all owners a proxy form containing no names, but accompanied by a list of names of all owners who have requested the use of Association funds for soliciting proxies and their statements. The statement shall not exceed one hundred (100) words, indicating the owner's qualifications to serve on the Board and the reasons for wanting to receive proxies.

Section 9. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the apartment owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (A) Roll call.
- (B) Proof of notice of meeting.
- (C) Reading of minutes of preceding meeting.
- (D) Report of officers.
- (E) Report of committees.
- (F) Election of directors (when so required).
- (G) Unfinished business.
- (H) New business.

All meetings of the Association and the Board shall be conducted in accordance with the most current edition of Robert's Rules of Order.

Section 11. Committees. The Association may create and appoint such general or special committees as the affairs of the Association may require and define the authority and duties of such committees.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a board of directors composed of such nine (9) persons, unless not less than sixty-five percent (65%) of all apartment owners vote by mail ballot or at a special or annual meeting to reduce the minimum number of directors; provided, however, that the Board shall at all times have an odd number of members. Each of the directors shall be the owner or co-owner of record of an apartment or the vendee thereof under an agreement of sale. There shall not be more than one (1) representative on the Board from any one (1) apartment. One (1) director shall at all times be elected by the owners of the commercial apartments; provided, however, that such director shall have the power to vote only on matters pertaining to the common elements (excluding limited common elements which are appurtenant only to the residential apartments) or affecting the commercial apartments. At least three (3) directors shall be residents of Tower A and at least three (3) directors shall be residents of Tower B. The partners in a general partnership and the general partner of a limited partnership shall be deemed to be the owners of an apartment for such purpose. If a corporation is an apartment owner, any officer of such corporation shall be eligible to serve as director so long as he remains an officer of such corporation. The directors shall serve without compensation. No resident manager shall serve on the Board.

Section 2. Election and Term. Election of directors shall be by cumulative voting by secret ballot at each *annual* meeting and each special meeting called for that purpose, with three (3) directors representing each Tower to be elected solely by the owners of apartments in such Tower, two (2) at-large directors to be elected by the vote of all apartment owners and one (1) director to be elected by the vote of the commercial apartment owners. The directors, except as otherwise provided in these By-Laws, shall hold office for a period not to exceed three (3) years and until their respective successors have been elected, subject to removal as herein provided. Notwithstanding the foregoing, at the first meeting of the Association, three (3) directors (one director from each Tower and 1 at-large director) shall be elected for one year, three (3) directors (one director from each Tower and one director representing the commercial apartments) shall be elected for two years and three (3) directors (one director from each Tower and 1 at large director) shall be elected for three years.

Section 3. Vacancies. Except as provided in the following Sections 4 and 5, any vacancies in the Board (other than a vacancy caused by the natural expiration of the term of a director) shall be filled by vote of a majority of the remaining

directors even though they may constitute less than a quorum, and each person so elected shall serve until his successor is elected at the next annual meeting of the Association. In case of vacancy by the director representing the commercial apartments, a majority of the remaining directors shall fill such vacancy from among a slate of nominees submitted by the commercial apartment owners. In case of vacancy by a director representing either Tower, a majority of the remaining directors shall fill such vacancy from among the owners in such Tower. Death, incapacity or resignation of *any* director, or his continuous absence from the State of Hawaii for more than six (6) months, or his ceasing to be the sole owner or co-owner of an apartment, shall cause his office to become vacant.

Section 4. Vacancy. In case of vacancy for more than sixty (60) days due to the absence of any director from the state, or the sickness or disability of any director, a majority of the *remaining* directors, whether constituting a majority or a minority of the whole Board, may appoint a person as a substitute director, which person shall be an apartment owner. In case of vacancy by the director representing the commercial apartments, a majority of the *remaining* directors shall appoint such substitute director from among a slate of nominees submitted by the commercial apartment owners. In case of vacancy by a director representing either Tower, a majority of the remaining directors shall *appoint* such *substitute* director from among the owners in such Tower. Such substitute director shall act as a director during the absence or disability of the director for whom he substitutes.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the directors may be removed with or without cause by vote of a majority of apartment owners present at any meeting, and a successor may be elected to fill the vacancy thus created if the proposed removal is stated on the agenda for the meeting; provided, however, that any individual director shall not be removed (unless the entire Board is removed) if owners having sufficient votes to elect one (1) director by cumulative voting present at such meeting shall vote against his removal and provided further, that only the commercial apartment owners may remove the director elected by them. If such removal and replacement is to occur at a special meeting of the Association, the call for such meeting shall be by the President or by a petition to the Secretary or Managing Agent signed by not less than twenty-five percent (25%) of the apartment owners as shown in the Association's record of ownership; provided, however, that if the Secretary or Managing Agent shall fail to send out the notices for the special meeting within fourteen (14) days of receipt of the petition, then the petitioners shall have the authority to set the time, date and place for the special meeting in accordance with the requirements of these By-Laws. Except as otherwise provided in this Section 5, such meeting for the removal from office and replacement of directors shall be scheduled, noticed and conducted in accordance with these ByLaws. If said vacancy is not so filled, the Board shall fill said vacancy as provided hereinabove in Section 3. Any director whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meeting. An organizational meeting of the Board shall be held at the place of and immediately following each annual meeting of the Association, and no notice shall be necessary to any directors in order to validly constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Association for the ensuing year. The Board shall meet at least once a year. Notice of the annual Board meeting shall be given to the Association members in a reasonable manner at least fourteen (14) days, if practicable, prior to such meeting.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least one (1) day prior to the date of such meeting. For purposes of this and the following sections, notice shall be deemed to be delivered forty-eight (48) hours after it has been deposited in the mail, or twelve (12) hours after communicated to a telegraph agent. All meetings of the Board, other than executive sessions, shall be open to all members of the Association, and Association members who are not on the Board may participate in any deliberation or discussion, other than executive sessions, unless a majority of a quorum of the Board votes otherwise. The Board, with the approval of a majority of a quorum of its members, may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters or litigation in which the Association is or may become involved. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 8. Special Meetings. Special meetings of the Board may be called by the President on at least eight (8) hours' notice to each director, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice

on the written request of at least two (2) directors.

Section 9. Notice of Board Meetings Posted Within the Project. Notwithstanding anything contained in these By-Laws to the contrary, whenever practicable, notice of all Board meetings shall be posted by the resident manager, if any, the *Managing Agent* or a member of the Board in prominent locations within the Project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board.

Section 10. Waiver of Notice by Directors. Before or at any meeting of the Board, any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 11. Quorum of Board. At all meetings of the Board a majority of the total number of directors established by the Association from time to time shall constitute a quorum for the transaction of business, and action by a majority of the directors present at any meeting at which a quorum is present shall constitute action by the Board; provided, that with reference to any business to be transacted by the Board which does not affect the common elements or the commercial apartments, the director representing the commercial apartments shall not be considered in determining the presence or absence of a quorum. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Powers of the Board.

(A) The Board shall have the power to do all things set forth in the Act and in the Declaration and in these By-Laws, except (i) those things which are by law, the Declaration or these By-Laws to be exercised by the apartment owners and (ii) those things which are reserved to the Developer or the owners of the commercial apartments.

(B) The Board shall be the exclusive agent for the Association in the exercise of the management and control of the common elements.

(C) The Board shall have the exclusive power to contract for all goods and services, payment for which shall constitute common expenses; provided, however, the Association may, by resolution adopted at a meeting duly called for the purpose, prohibit any proposed action by the Board which has not

yet imposed an enforceable obligation on the Board or the Association.

(D) The Board shall not give away or sell any of the property submitted to the aforesaid Condominium Property Regime.

(E) The Board shall enforce the provisions of the Declaration and these By-Laws and may, from time to time, adopt, amend, repeal and enforce the Rules and Regulations; provided, however, that no such Rules or Regulations shall be effective if disapproved by a resolution of the Association adopted at a meeting duly called for the purpose; provided, further, that nothing herein shall be construed to require that a meeting of the Association be called for the purpose of approving or disapproving Rules and Regulations adopted by the Board; and provided further, that no Rules or Regulations affecting the commercial apartments or their limited common elements shall be effective if disapproved by the director representing the commercial apartments.

(F) Within thirty (30) days prior to the beginning of each fiscal year, the Board shall cause to be prepared and shall adopt an annual operating budget and distribute it to the apartments owners. The budget shall include, but shall not be limited to, the following items and shall be prepared in accordance with the Act:

- (1) The estimated revenues and operating expenses of the Association;
- (2) Information as to whether the budget has been prepared on a cash or accrual basis;

- (3) The total "cash reserves" (as defined in the Act) of the Association as of the date of the budget;
- (4) The estimated cash reserves the Association will require to maintain the Project;
- (5) A general explanation of how the estimated cash reserves are computed; and
- (6) The amount the Association must collect for the fiscal year to fund the estimated cash reserves.

The Association shall assess the apartment owners to fund the estimated cash reserves; provided that the Association need not collect such estimated cash reserves until the fiscal year beginning after the Association's first annual meeting. For each fiscal year the Association shall collect the full amount required to fund the estimated cash reserves for that fiscal year, except as may otherwise be permitted under the rules of the Real Estate Commission.

The Association shall compute the estimated cash reserves by a formula which is based on the estimated life and the estimated replacement cost or major maintenance expense of each part of the property. The estimated cash reserves shall include;

(a) Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and

(b) Separate, designated reserves for each part of the property for which "capital expenditures" (as defined in the Act) or "major maintenance" (as defined in the Act) will exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00). Parts of the property for which capital expenditures or major maintenance will not exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) may be aggregated in a single designated reserve.

Neither the Association nor any apartment owner, director, officer, Managing Agent or employee of the Association who makes a good faith effort to calculate the estimated cash reserves for the Association shall be liable if the estimate subsequently proves incorrect.

The Board shall not exceed its adopted annual operating budget by more than twenty percent (20%) in any fiscal year, except in "emergency situations" (as defined in the Act). Prior to the imposition or collection of an assessment under this paragraph, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.

In addition to the budget, the Board shall prepare a schedule of monthly assessments against each apartment owner for his proportionate share of such estimated cost of maintaining and operating the Project for such ensuing year, in accordance with the provisions of Section 2 of Article IX of these By-Laws.

(G) The Board shall acquire for the benefit of the apartment owners, and shall pay for, all things necessary or proper for the operation of the Project and, in addition, shall pay for all expenses incurred which are designated common expenses by the Act, the Declaration or these By-Laws, including the following:

(1) Water, sewer, garbage, electricity, telephone and gas and other necessary utility services for the common elements (if not separately metered or charged to the apartments), and maintenance and gardening services for the common elements.

(2) Unless otherwise expressly provided, painting, maintenance and repair of the common elements (but not including the interior surfaces of the apartments, which the owner shall paint, maintain and repair) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive rights and duty to acquire the same for the common elements.

(3) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these By-Laws or which, in its opinion, shall be necessary or proper for the proper operation of the Project, or common elements, or for the

enforcement of these By-Laws; provided, however, that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for a single apartment, the costs thereof shall be separately assessed to the owner of such apartment.

(4) Maintenance and repair of any apartment if such maintenance and repair is necessary, in the discretion of the Board, to protect the common elements or any other portion of the Project, and if the owner or owners of said apartment have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to said owner or owners; provided, however, that the Board shall levy a special assessment against such apartment for the cost of said maintenance or repair and attorney's fees and other expenses incurred in levying or collecting such special assessment.

(5) Policies of insurance for the property as required by Article X of these By-Laws.

(6) Workers' compensation insurance to the extent necessary to comply with any applicable law.

(7) The services of such personnel as the Board shall determine to be necessary or proper for the operation of the Project whether such personnel are employed directly by the Board or are furnished by the Managing Agent.

(8) Legal and accounting services necessary or proper in the operation of the Project or the common elements or the enforcement of these By-Laws.

(9) Annually, a fidelity bond in an amount equal to FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) multiplied by the number of apartments in the Project, to cover all officers, directors, employees and the Managing Agent of the Association who handle the Association's funds; provided, however, that the amount of bond required shall not be less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) nor greater than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). Every such bond shall:

(a) Provide that the bond(s) may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days' prior written notice to the Board, all first mortgagees and any other person in interest who shall have requested such notice; and

(b) Contain a waiver of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and by appropriate endorsement, provide coverage for any such person not otherwise covered.

If the Board is unable to obtain a fidelity bond, it may seek an exemption from the fidelity bond requirement of Section 514A-95.1 of the Act from the Real Estate Commission.

(10) Any amount necessary to discharge any lien or encumbrance which may, in the opinion of the Board, constitute a lien against the Project or against the common elements rather than merely against the interest therein of a particular owner or owners. Where one (1) or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging the same.

(H) Upon the written authorization of an applicant for employment as a security guard or Managing Agent or for a position which would allow the employee access to the keys of or entry into the units in the Project or access to the Association's funds, the Board or the Managing Agent may conduct a background check or direct another responsible party to conduct the check on any person applying for such employment at the Project. Before initiating or requesting a check, the Board or the Managing Agent shall first certify that the signature on the authorization is authentic and that the person is an applicant for such employment. The background check, at a minimum, shall require the applicant to disclose whether the applicant has been convicted in any jurisdiction of a crime which would tend to indicate that the applicant may be unsuited for employment as an employee with access to the Association's funds or the keys of or entry into the units in the Project and whether the judgment of conviction has not been vacated. The criminal history disclosure made by the applicant may be verified by the Board, Managing Agent or responsible party, if so directed by the Board or the Managing Agent, by means of information obtained through the Hawaii criminal justice data center. The applicant shall provide the Hawaii criminal justice data center with personal identifying information which shall include, at a minimum, the applicant's name, social

security number, date of birth and sex. This information shall be secured only for the purpose of conducting the criminal history record check authorized by this section. Failure of the Association or the Managing Agent to conduct or verify or cause to have conducted or verified a background check shall not alone give rise to any private cause of action against the Association or Managing Agent for acts and omissions of the employee hired.

(I) The Board may enter any apartment when necessary in connection with the maintenance or repair or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the owner as is practical, and any damage caused thereby shall be repaired by the Board at the expense of the Association, and such expenses are hereby designated a common expense.

(J) The Board is authorized from time to time to lease or rent appropriate living quarters for use by the Managing Agent or other employees, with or without charges, and to enforce, modify and make agreements with respect to any lease or tenancy of any portions of the common elements on behalf of the apartment owners.

(K) The Board may purchase apartments of the Project at foreclosure or other judicial sales, on behalf of all apartment owners, and thereafter sell, lease, mortgage, vote the common interest appurtenant to and otherwise deal with such apartments.

(L) Subject to any approval requirements and spending limits contained in the Declaration or these By-Laws, the Board may authorize the borrowing of money to be used by the Association for the repair, replacement, maintenance, operation or administration of the common elements of the Project, or the making of any additions, alterations and improvements thereto. The cost of such borrowing, including, without limitation, all principal, interest, commitment fees and other expenses payable with respect to such borrowing, shall be a common expense of the Project; provided that owners representing fifty percent (50%) of the common interest give written consent to such borrowing, having been first notified of the purpose and use of the funds.

(M) The Board shall have the right to make such elections under the tax laws of the United States or the State of Hawaii as shall be deemed in the best interest of the Association, specifically including, without limitation, any election available under Section 528 of the Internal Revenue Code of 1954, as amended, or any successor or State tax provision of similar import.

(N) The Board shall have the right from time to time to grant easements across the common elements for any reasonable purpose, which shall include, but shall not be limited to, those purposes which are necessary for the operation, care, upkeep, maintenance and repair of any apartment or any common elements. The grant of the easement by the Board shall not be withheld unreasonably.

(O) The Association shall have the irrevocable right, to be exercised by the Board, to have access to each apartment from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.

(P) When personalty in or on the common elements of the Project has been abandoned, the Board may (i) sell such personalty in a commercially reasonable manner, (ii) store such personalty at the expense of the owner, (iii) donate such personalty to a charitable organization, or (iv) otherwise dispose of such personalty in its sole discretion; provided that no such sale, storage or donation shall occur until sixty (60) days after the Board has complied with the following:

(1) The Board notifies the owner in writing of (i) the identity and location of the personalty, and (ii) the Board's intent to so sell, store, donate or dispose of the personalty. Notification shall be by certified mail, return receipt requested to the owner's address as shown by the records of the Association or to an address designated by the owner for the purpose of notification or, if neither of these is available, to the owner's last known address, if any; or

(2) If the identity or address of the owner is unknown, the Board shall first advertise the sale, donation or disposition at least once in a daily paper of general circulation within the circuit in which the personalty is located.

The proceeds of any sale or disposition of personalty pursuant to the foregoing provisions shall, after deduction of any accrued costs of mailing, advertising, storage and sale, be held for the owner for thirty (30) days. Any

proceeds not claimed within this period shall become the property of the Association.

Section 13. Limitations on the Powers of the Board.

(A) The Board is prohibited from making any loans and investments except pursuant to these By-Laws or pursuant to authority expressly granted by a resolution of the Association at a meeting duly called for such purpose.

(B) Nothing contained in Section 12 of this Article IV shall be construed to give the Board authority to conduct an active business for profit on behalf of the owners, or any of them, or the Association.

(C) Directors shall not expend Association funds for their travel, directors' fees and per diem, unless apartment owners are informed and a majority approve of these expenses.

(D) Notwithstanding anything to the contrary in these By-Laws, the operation of the commercial apartments and their limited common elements, including (i) the administration and operation of the commercial apartments and their limited common elements and the maintenance and repair thereof, and (ii) the provision of electricity, water and other utility services to the commercial apartments shall be vested solely and exclusively in the owners of the commercial apartments (the costs of which shall be, to the extent practicable, separately metered or charged to the commercial apartments). The owners of the commercial apartments shall have the right, from time to time, to adopt, amend or repeal any rules or regulations governing the use of said apartments and their limited common elements, which the Board shall adopt and incorporate into the Rules and Regulations.

Section 14. Fiduciary Duty of the Directors. Each director shall owe the Association a fiduciary duty in the performance of the director's responsibilities.

Section 15. Conflicts of Interest. A director shall not cast any proxy vote for an apartment owner at any Board meeting, nor shall a director vote, on any issue in which such director has a conflict of interest. A director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made. A majority of the directors (excluding the director or directors alleged to be involved in a conflict of interest) shall determine the existence or nonexistence of such a conflict.

Section 16. Project Documents.

(A) The Association, as a common expense, shall provide all Board members with a current copy of the Declaration, these By-Laws, the Rules and Regulations and, annually, a copy of the Act with amendments.

(B) An accurate copy of the Declaration, these By-Laws, the House Rules, a sample original conveyance document, all public reports and any amendments thereto, shall be kept at the Managing Agent's office. The Managing Agent shall provide copies of such documents to owners, prospective purchasers and their prospective agents during normal business hours, upon payment to the Managing Agent of a reasonable charge to defray any administrative or duplicating costs. In the event that the Project is not managed by a managing agent, the foregoing requirements shall be undertaken by a person or entity, if any, employed by the Association, to whom this function is delegated.

Section 17. Engagement of Managing Agent.

(A) The Board shall at all times employ a responsible individual or corporation as the Managing Agent, which Managing Agent shall meet the requirements of Section 514A-95 of the Act or any successor law, to manage and control the Project subject at all times to direction by the Board, and to the terms of the Declaration and these By-Laws, and with such other powers and duties and at such compensation as the Board may establish from time to time. The Board may delegate any of its duties, powers or functions to the Managing Agent, except as provided by law, the Declaration or these By-Laws. Any such delegation shall be revoked on notice to the Managing Agent by the Board. Every such employment contract with a Managing Agent shall provide: (a) that it may be terminated by the Board with or without cause upon no more than sixty (60) days' prior written notice; (b) that in no event shall a termination fee be due and owing to the Managing Agent in the event of such termination; and (c) in no event shall any such employment contract be for a fixed term exceeding one (1) year.

The initial Managing Agent for the Association shall be _____. If the Developer or any affiliate of the Developer acts as the first Managing Agent for the Association following its organization, the identity of such Managing Agent as the Developer or its affiliate shall be disclosed to the Association no later than the first meeting of the Association. An affiliate, or person affiliated with the Developer is a person that directly or indirectly controls, is controlled by, or is under common control with the Developer.

(B) The Managing Agent is hereby designated the person to accept service of process on behalf of the Association, the Board, or two (2) or more apartment owners, as the case may be, in any action relating to the common elements or more than one (1) apartment.

(C) The Managing Agent shall perform such duties as the Board shall direct. Unless otherwise so directed, the Managing Agent shall:

(1) Collect assessments to discharge common expenses and pay said common expenses in accordance with these By-Laws;

(2) Establish and maintain such reserve funds as may be necessary for the proper operation and management of the common elements. Each apartment owner shall have an interest in such reserves equal to such apartment owner's common interests;

(3) Keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, as required by Section 514A-85 of the Act or any other successor law. The *Managing Agent* shall also keep monthly statements indicating the total current delinquent dollar amount of any unpaid assessments for common expenses. All records and the vouchers authorizing the payments and statements shall be kept and maintained at the address of the Project, or elsewhere within the State of Hawaii as determined by the Board;

(4) Bring, prosecute, defend, intervene in and settle any action, without prejudice to the rights of any apartment owner to act for himself, on behalf of two (2) or more apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one (1) apartment;

(5) Comply with Section 7 of Article II of these By-Laws as applicable to the Managing Agent in the handling of Association funds;

(6) Register the Association annually with the Real Estate Commission as required by law; and

(7) Dispose of the records of the Association which are more than five (5) years old without liability if the Managing Agent first provides the Board with written notice of the Managing Agent's intent to dispose of the records if not retrieved by the Board within sixty (60) days, which notice shall include an itemized list of the records which the Managing Agent intends to dispose of. No person shall knowingly make any false certificate, entry or memorandum upon any of the books or records of the Managing Agent or the Association. No person shall knowingly alter, destroy, mutilate or conceal any books or records of the Managing Agent or the Association.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by, and in the case of the President, from, the Board. The Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. Any person may concurrently hold not more than two (2) offices of the Association; provided, however, that the offices of President and Secretary may not be occupied by the same person. An owner shall not act as an officer of the Association and an employee of the Managing Agent.

Section 2. Election and Term. The officers of the Association shall be elected annually by the Board at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Board and such officer's successor shall be elected at any regular meeting of the Board or any special meeting called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. Subject to the control of the Board the President shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. The President shall also have such other powers and duties as may be provided by these By-Laws or assigned to the President from time to time by the Board.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the Vice-President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice-President by the Board or by the President.

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board, give all notices thereof as provided by these By-Laws, maintain and keep the minute book wherein resolutions of the Association and the Board shall be recorded, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary. The Secretary shall make the minutes of such meetings and the Association's financial statements available for examination by apartment owners at convenient hours at a place designated by the Board and shall be mailed to any owner upon the owner's request, and shall include the recorded vote of each board member on all motions except motions voted on in executive session.

Section 7. Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody in the name of the Association of all the Association's funds and securities.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Commercial Apartments. Nothing in this Article V shall give the Association or its officers any power over the management of the commercial apartments or their limited common elements, which powers and duties shall be vested in the owners of the commercial apartments as provided in these By-Laws.

ARTICLE VI

EXECUTION OF INSTRUMENTS

Section 1. Proper Officers. All checks, drafts, notes, bonds, acceptances, deeds, leases, contracts and all other documents and instruments shall be signed, executed and delivered by any two (2) officers of the Association, as may be designated by the Board; provided, however, that the Board may from time to time by resolution authorize checks, drafts, bills of exchange, notes, orders for the payment of money, licenses, endorsements, powers of attorney, proxies, waivers, consents, returns, reports, applications, notices, agreements or documents, instruments or writings of any nature to be signed, executed and delivered by such officer, agents or employees of the Association, as shall be provided by general or special resolution.

Section 2. Facsimile Signatures. The Board may from time to time by resolution provide for the execution of any instrument or document of the Association or the Board by a mechanical device or machine, or by the use of facsimile signatures, under such terms as shall be set forth in the resolution of the Board.

ARTICLE VII

INDEMNIFICATION

No director or officer of the Association shall be liable for acts, defaults or neglects of any other director or officer or member or for any loss sustained by the Association or any member thereof, unless the same shall have resulted from his own negligence or willful misconduct. Every director, officer and agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with or resulting from any claim, action, suit, procedure, investigation or inquiry as to whatever nature in which he may be involved as a party or otherwise by reason of his being or having been a director, officer or agent of the Association, whether or not he continues to be such director, officer or agent at the time of incurring or the imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for negligence or willful misconduct toward the Association in the performance of his duties. In the absence of such final adjudication of the existence of such liability, the Association and each member thereof and officer or agent thereunder may conclusively rely on an opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law, and shall inure to the benefit of the legal representative of such person.

ARTICLE VIII

REPAIR, MAINTENANCE, ALTERATION AND USE

Section 1. Maintenance and Repair of Apartments. Each apartment owner shall keep such owner's apartment and all fixtures and equipment therein in good order, condition and repair and do such repainting and redecorating as may be necessary to maintain the good appearance and condition of the apartment. All maintenance, repairs and improvements to any apartment (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such apartment) shall be performed by the owner of such apartment at such owner's sole expense. Each owner shall be responsible for all loss and damage caused by such owner's failure to perform promptly all maintenance, repair and alteration work within such owner's apartment, the omission of which would affect any common element or any other apartment.

Section 2. Maintenance and Repair of Common Elements. All maintenance, repairs and replacements of the common elements, whether located inside or outside of the apartments, shall be made only by or at the direction of the Board and be charged to all the owners as a common expense, subject to the provisions of paragraph F of the Declaration; provided, however, that the costs of maintenance, repairs and replacements necessitated by the negligence, misuse or neglect of any apartment owner shall be charged to such apartment owner as a special assessment constituting a lien on such owner's apartment pursuant to Section 5 of Article IX of these By-Laws.

Section 3. Additions or Alterations by the Board.

(A) Additions, alterations, repairs or improvements to the common or limited common elements of the Project may be made only by or at the direction of the Board, except as provided for in the Declaration. No owner of an apartment may, except with the written consent of the Board, make any alteration, addition, repair or improvement to any of the common elements including, without limitation, common or limited common elements within, encompassing or adjacent to such owner's apartment, except as provided for in the Declaration or if such alteration, addition, repair or improvement shall be required by law.

(B) Whenever in the judgment of the Board the common elements shall require additions or alterations costing less than TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) which are to be paid as a common expense from normal annual operating funds and not from any capital improvements reserve funds, the Board may proceed with such additions or alterations and shall assess all owners (or a part of the owners in the case of such additions or alterations to the limited common elements) for the cost thereof as a common expense. Any additions or alterations costing in excess of said amount shall be made by the Board only after obtaining approval of a majority of the apartment owners.

Section 4. Additions or Alterations by Apartment Owners. No apartment owner shall do any work which could

jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament, *nor* may any apartment owner add any material structure or excavate any additional basement or cellar, without in every such case the consent of seventy-five percent (75%) of the apartment owners, together with the consent of all apartment owners whose apartments or limited common elements appurtenant thereto are directly affected, being first obtained. Except as may be otherwise provided herein or in the Declaration, no owner shall install any solar energy devices or make any addition or alteration in or to such owner's apartment which may affect the common elements or change the exterior appearance of the Project, without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by an apartment owner for approval of a proposed addition or alteration in such owner's apartment within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition or alteration.

Section 5. Use.

(A) All apartments of the Project shall be used for the purposes set forth in the declaration.

(B) Each apartment owner may use the common elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of the other apartment owners, subject to: (1) the right of the Board, upon the approval of the owners of seventy-five percent (75%) of the common interests, to change the use of the common elements; (2) the right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those common elements which are not actually used by any of the apartment owners for an originally intended special purpose, as determined by the Board; provided that unless the approval of the owners of seventy-five percent (75%) of the common interests is obtained, any such lease shall not have a term exceeding five (5) years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty (60) days' written notice; (3) the right of the Board to lease or otherwise use for the benefit of the Association those common elements not falling within subsection (2) above, upon obtaining: (i) the approval of the owners of seventy-five percent (75%) of the common interests, including all directly affected owners and all owners of apartments to which such common elements are appurtenant in the case of limited common elements, and (ii) approval of all mortgagees of record on apartments with respect to which owner approval is required by (i) above, if such lease or use would be in derogation of the interest of such mortgagees; and (4) the exclusive use of the limited common elements as provided in the Declaration.

(C) Except as may otherwise be provided herein or in the Declaration, no owner or occupant of an apartment shall post any advertisement, bill, poster or other sign on or about the Project without the prior written approval of the Board.

(D) All owners and occupants shall exercise extreme care about causing or permitting noises that may disturb other occupants.

(E) No owner or occupant shall permit any child residing or visiting with him to loiter or play in the elevators, stairways, corridors or parking areas or other areas of the Project not intended for such use.

(F) No garbage, refuse or trash of any kind shall be thrown, placed or kept on any common element other than the disposal facilities provided for such purposes.

(G) Nothing shall be allowed, done or kept in any apartment or common element which will cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

(H) No owner or occupant shall place, store or maintain on walkways, roadways, grounds or other common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(I) No owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of such owner's or occupant's apartment or the Project nor alter or remove any furniture of the common elements.

(J) Except as may otherwise be provided herein or in the Declaration, no owner or occupant shall erect or place in the Project any building or structure, including fences and walls, nor make any additions or structural alterations to or exterior changes of any common elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, except

in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Board and approved by the Board and a majority of the apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected where such additions, alterations to or exterior changes are made to any limited common elements of the Project; provided, however, that the foregoing restriction regarding maintenance of *signs*, posters or bills shall *not* apply to such *signs*, posters or bills displayed by Developer for sales purposes prior to the sale of the last apartment.

(K) No owner shall use or keep anything on the grounds or any other common elements which would in any way hinder the full use and enjoyment thereof by any other owner or occupant. It is intended that the buildings shall present a uniform appearance, and to effect that end the Board may require the painting or repair of outside doors, windows, trim, fences, railings and other exposed portions of the buildings and regulate the type and color of paint to be used. The Board is authorized to contract for said painting and repair and to assess each owner for such owner's proportionate share of such painting and repair.

(L) No owner or occupant, without the prior written consent of the Board, shall erect, place or maintain any television or other antennas on said Project visible from any point outside of the Project.

(G) Nothing shall be allowed, done or kept in any apartment or common element which will cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

(H) No owner or occupant shall place, store or maintain on walkways, roadways, grounds or other common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(I) No owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of such owner's or occupant's apartment or the Project nor alter or remove any furniture of the common elements.

(J) Except as may otherwise be provided herein or in the Declaration, no owner or occupant shall erect or place in the Project any building or structure, including fences and walls, nor make any additions or structural alterations to or exterior changes of any common elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Board and approved by the Board and a majority of the apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected where such additions, alterations to or exterior changes are made to any limited common elements of the Project; provided, however, that the foregoing restriction regarding maintenance of signs, posters or bills shall not apply to such signs, posters or bills displayed by Developer for sales purposes prior to the sale of the last apartment.

(K) No owner shall use or keep anything on the grounds or any other common elements which would in any way hinder the full use and enjoyment thereof by any other owner or occupant. It is intended that the buildings shall present a uniform appearance, and to effect that end the Board may require the painting or repair of outside doors, windows, trim, fences, railings and other exposed portions of the buildings and regulate the type and color of paint to be used. The Board is authorized to contract for said painting and repair and to assess each owner for such owner's proportionate share of such painting and repair.

(L) No owner or occupant, without the prior written consent of the Board, shall erect, place or maintain any television or other antennas on said Project visible from any point outside of the Project.

(M) No livestock, poultry, rabbits, pets or other animals of any kind, shall be allowed or kept in any part of the Project without the prior written consent of the Board.

(1) Any apartment owner who keeps a pet in the owner's apartment with the prior written consent of the Board may, upon the death of the animal, replace the animal with another and continue to do so for as long as the owner continues to reside in the owner's apartment or another apartment subject to these By-Laws.

(2) Any apartment owner who is keeping a pet pursuant to subsection (1) as of the effective date of an

amendment to these By-Laws which prohibits owners from keeping pets in their apartments shall not be subject to the prohibition but shall be entitled to keep the pet and acquire new pets as provided in subsection (1).

ARTICLE IX

COMMON EXPENSES. APARTMENT EXPENSES AND TAXES

Section 1. Common Expenses. The owner of each apartment shall be liable for and pay a share of the common expenses in proportion to the percentage interest in the common elements appurtenant to such owner's apartment, and the same shall be deemed to be common expenses, as the term is herein used. Common expenses shall include all charges, costs and expenses whatsoever incurred by the Association for and in connection with the administration and operation of the Project, including, without limitation, all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each apartment and the common interest in the common elements appertaining thereto or the personal property or any other interest of the owner), assessments, insurance, including fire and other casualty and liability insurance, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any fire, accident or nuisance thereon, cost of repair, reinstatement, rebuilding and replacement of the premises, yard, janitorial and other similar services, wages, accounting and legal fees, management fees, and other necessary expenses for upkeep, maintenance, management and operation actually incurred on or for the common elements; provided, however, that the commercial apartments shall be separately metered for all utilities or calculations shall be made by an independent accountant or consultant, to determine the use by the commercial apartments of utilities, including electricity, water, gas, fuel, oil, sewerage and drainage and the cost of such utilities shall be paid by the owners of the commercial apartments. Such charges shall be apportioned among the owners of the commercial apartments unless the Board determines with the approval of the director representing the commercial apartments, on a different allocation. If any dispute arises with respect to such allocation, then the matter may be submitted to arbitration as provided in these By-Laws. The cost of insurance premiums shall be allocated as set forth in Section 2 of this Article IX. All costs of every kind pertaining to each limited common element, including but not limited to costs of maintenance, repair, replacements, additions and improvements, shall be charged to and borne entirely by the owner of the apartment to which it is appurtenant. The common expenses may also include such amounts as the Board may deem proper to make up any deficit in the common expenses for any prior year, and shall include a reserve fund for the operation, maintenance of and capital improvements to the Project, including, without limitation, anticipated needs for working capital of the Project, and for replacements, repairs and contingencies. Except as may otherwise be permitted in the Declaration or herein, payments of common expenses, expenses, costs and fees recoverable by the Association under Section 514A-94 of the Act, and any penalties and late charges shall be made to the Board, as agent of the owners of the apartments, and the Board shall transmit said payments on behalf of each such owner to the third person entitled to said payments from each owner. In the event that assessments received during any year are in excess of the actual expenditures for such year by the Association for common expenses of the Project, the Association, by a majority vote of its members, may determine that such excess shall be:

(A) Applied in whole or in part to reduce the assessments for the immediately subsequent year;

(B) Designated in whole or in part as a capital contribution to the Association to be used for future capital improvements and replacements; or

(C) Segregated and held in whole or in part as a custodial fund to be expended solely for specifically designated capital improvements and replacements.

The proportionate interest of each owner in said capital contributions or custodial or maintenance fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the Condominium Property Regime hereby created shall be terminated or waived, said capital contributions or custodial or maintenance fund remaining after full payment of all common expenses of the Association shall be distributed to all owners in their respective proportionate shares, except for the owners of any apartments then reconstituted as a new condominium property regime.

Section 2. Allocation of Common Expenses. For the purpose of fixing and determining the payments of the common expenses to be made as hereinabove provided in Section 1, the Board shall, with the advice of a certified public accountant, on behalf of all owners, determine in advance for each calendar year the estimated aggregate amount of the common expenses

for such year, except that the first year shall begin on the date of the designated date of completion of the Project and end on the thirty-first (31st) day of December of said year. The Board shall, with the advice of a certified public accountant, allocate the common expenses amongst the owners in accordance with terms and conditions of Section 1 above. The Board, on behalf of the owners, may from time to time during each year make reasonable adjustments in said estimated aggregate amount of common expenses on the basis of actual costs incurred in prior months or periods. Each owner's share of said allocated amounts of the estimated common expenses, as determined from time to time by the Board, shall be payable by the owner in monthly installments in advance on or before the tenth (10th) day of each month. Any omission or delay in determining and allocating the common expenses for any period shall not relieve the owner therefrom. In such event, the owner, pending the determination and allocation thereof, shall continue to pay the same common expenses that the owner had been paying during the last preceding period and shall pay the deficiency, if any, upon the determination and allocation of the proper common expenses within ten (10) days after notice thereof. Said installments transmitted to the Board, as agent of all owners, shall then be transmitted by the Board to the third person entitled to payment of same from each owner.

The cost of all separately metered utility services furnished to (i) the common elements or (ii) the residential apartments and/or their limited common elements or (iii) the commercial apartments and/or their limited common elements, shall be paid by the owners as provided herein. When the consumption of utility services by (i) the common elements or (ii) the residential apartments and/or their limited common elements or (iii) the commercial apartments and/or their limited common elements, is measured by check meter or any similar device, the owners of such apartments shall pay a share of the total costs of such utility services in the proportion of the ratio that their consumption (as measured by the check meter) bears to the total consumption as measured on the common meter. The proportionate share so determined shall then be charged to and paid by such apartment owners as provided in Section 1 above.

The Board may from time to time during any year increase the assessment rate or impose a special assessment to make up any existing deficiency whenever for any reason the rate then in effect shall prove inadequate, provided that the Board shall send to all apartment owners thereby affected written notice of any such increase or special assessment not less than thirty (30) days before the effective date of such increase or assessment. Any portion of an owner's assessment used or to be used by the Association for capital improvements or any other capital expenditure shall not be treated as income to the Association but shall be treated as a capital contribution by the owners to the Association and shall be credited by the Association upon its books as paid-in surplus.

Section 3. Payment as Agent. The Board will pay or cause to be paid, on behalf of the owners, all common expenses, and will maintain or cause to be maintained separate books of account of common expenses in accordance with recognized accounting practices, and will have such books of account available for inspection by each owner or such owner's authorized representative at reasonable business hours. The Board will annually render or cause to be rendered a statement to each owner of all receipts and disbursements during the preceding year, which statement shall be certified by an independent certified public accountant. Each owner, as principal, shall be liable for and pay such owner's share, determined as aforesaid, of all common expenses and the Board shall be responsible, as agent for each owner, only to transmit the payments made by the owner to third persons to whom such payments must be made by the owner. The Board or Managing Agent collecting the common expenses shall not be liable for payment of said common expenses as a principal but only as the agent of all owners to transmit said payments to third persons to whom such payments must be made by the owner.

Section 4. Taxes and Assessments. Each apartment owner shall be obligated to have the real property taxes for such owner's own apartment and its appurtenant interest in the common elements assessed separately by the proper governmental authority and to pay the amount of all such real property taxes so determined. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each apartment and the common interest in the common elements appertaining thereto or the personal property or any other interest of the owner. Each owner shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper governmental authority regarding such real property taxes, other taxes and assessments. Each owner shall be obligated to pay to the Board such owner's proportionate share of any assessment by the Board for any portion of taxes or assessments, if any, assessed against the entire premises or any part of the common elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire premises or any part of the common elements, the Board may pay such taxes or assessments and shall assess the same to the owners in their proportionate share as determined by the Board. Such assessments by the Board shall be secured by the lien created by Section 5 of this Article IX.

Section 5. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed. If an owner shall fail to pay such owner's assessment when due, such owner shall pay an additional assessment of TEN AND NO/100 DOLLARS (\$10.00) for each such failure and all delinquent assessments shall bear interest at the rate of one percent (1%) per month from the assessment due date. In the event of a default or defaults in payment of any such assessment or assessments then in addition to any other remedies herein or by law provided, the Board may enforce each such obligation as follows:

(A) By suit or suits at law to enforce each such assessment obligation. Each such action must be authorized by a majority of the Board at a regular or special meeting thereof and any such suit may be instituted by any one (1) member of the Board or by the Managing Agent if the latter is so authorized in writing. Each such action shall be brought in the name of the Board and the Board shall be deemed to be acting on behalf of all the owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the court may adjudge against such defaulting owner. Upon full satisfaction of any such judgment, it shall be the duty of the Board to authorize any two (2) members thereof, acting in the name of the Board, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(B) At any time within ninety (90) days after the occurrence of any such default, the Board (acting upon the authorization of the majority thereof at any regular or special meeting) may give a notice to the defaulting owner, with a copy to the mortgagee of such owner, if such mortgagee has furnished its name and address to the Board, which notice shall state the date of the delinquency, the amount of the delinquency and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to file and record a claim of lien against the apartment of such delinquent owner. Such claim of lien shall state: (1) the name of the delinquent owner or reputed owner; (2) a description of the apartment against which claim of lien is made; (3) the amount claimed to be due and owing (with any proper offset allowed); (4) that the claim of lien is made by the Board pursuant to the terms of these By-Laws; and (5) that a lien is claimed against said described apartment in an amount equal to the amount of the stated delinquency. Any such claims of lien shall be signed and acknowledged by any two (2) or more members of the Board and shall be dated as of the date of the execution by the last such Board member to execute said claim of lien or a lien. Each default shall constitute a separate basis for a claim of lien.

Such lien shall constitute a lien on the apartment prior to all other liens, except only (1) liens for taxes and assessments lawfully imposed by governmental authority against the apartment, and (2) all sums unpaid on any mortgage of record which was recorded prior to the recordation of a notice of a lien by the Association, and costs and expenses including attorneys' fees provided in such mortgage. The lien of the Association may be foreclosed by action by the Managing Agent or Board, acting on behalf of the apartment owners, in like manner as a mortgage of real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the apartment and the plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect the same. The Managing Agent or the Board, acting on behalf of the apartment owners, may, unless prohibited by the Declaration, bid on the apartment at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. An action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(C) For the purposes of this Section 5, a certificate executed and acknowledged or made under penalty of perjury by any two (2) members of the Board shall be conclusive upon the Board and the owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any owner shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to such owner's apartment (or the fact that all assessments due are paid if such is the case) within fifteen (15) days after demand therefor and upon payment of a reasonable fee established by the Board. In the event any claims of lien have been recorded and thereafter the Board shall receive payment in full of the amount claimed to be due and owing, then upon demand of the owner or such owner's successor, and payment of a reasonable fee established by the Board, the Board, acting by any two (2) members, shall execute and acknowledge (in the manner provided above) a release of lien, stating the date of the original claim of lien, the amount claimed, the date, the Bureau recording data of the claim of lien, the fact that the lien has been fully satisfied and that the particular lien is released and discharged, such release of lien to be delivered to the owner or such owner's successor upon payment of the fee.

(D) No apartment owner shall withhold any assessment claimed by the Association. An apartment owner who disputes the amount of an assessment may request a written statement clearly indicating:

(1) The amount of common expenses included in the assessment, including the due date of each amount claimed;

(2) The amount of any penalty, late fee, lien filing fee, and any other charge included in the assessment;

(3) The amount of attorneys' fees and costs, if any, included in the assessment;

(4) That under Hawaii law, an apartment owner has no right to withhold assessments for any reason;

(5) That an apartment owner has a right to demand mediation or arbitration to resolve disputes about the amount or validity of an association's assessment, provided the apartment owner immediately pays the assessment in full and keeps assessments current; and

(6) That payment in full of the assessment does not prevent the owner from contesting the assessment or receiving a refund of amounts not owed.

Nothing in this subsection (D) shall limit the rights of an owner to the protection of all fair debt collection procedures mandated under federal and state law.

An apartment owner who pays the Association the full amount claimed by the Association may file in small claims court or require the Association to mediate to resolve any disputes concerning the amount or validity of the Association's claim. If the apartment owner and the Association are unable to resolve the dispute through mediation, either party may file for arbitration under the Act; provided that an apartment owner may only file for arbitration if all amounts claimed by the Association are paid in full on or before the date of filing. If the apartment owner fails to keep all Association assessments current during the arbitration, the Association may ask the arbitrator to temporarily suspend the arbitration proceedings. If the apartment owner pays all Association assessments within thirty (30) days of the date of suspension, the apartment owner may ask the arbitrator to recommence the arbitration proceedings. If the owner fails to pay all Association assessments by the end of the thirty-day period, the Association may ask the arbitrator to dismiss the arbitration proceedings. The apartment owner shall be entitled to a refund of any amounts paid to the Association which are not owed.

Section 6. Collection from Subtenant. If the owner shall at any time rent or lease such owner's apartment and shall default for a period of thirty (30) days or more in the payment of the owner's share of the common expenses, the Board may, at the Board's option, so long as such default shall continue, demand and receive from any renter or lessee (the "lessee") of the owner occupying the apartment, the rent due or becoming due from such lessee to the owner up to an amount sufficient to pay all sums due from the owner, including interest, if any, and any such payment of such rent to the Board by the lessee shall be sufficient discharge of such lessee, as between such lessee and the owner to the extent of the amount so paid; but any such demand or acceptance of rent from any lessee shall not be deemed to be a consent to or approval of any lease by the owner or a release or discharge of any of the obligations of the owner hereunder or an acknowledgment of surrender of any rights or duties hereunder. In the event that the Board makes demand upon the lessee as aforesaid, the lessee shall not have the right to question the right of the Board to make such demand, but shall be obligated to make the said payments to the Board as demanded by the Board with the effect as aforesaid; provided, however, that the Board may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure or if a mortgagee is in possession pending a mortgage foreclosure.

Section 7. Non-Monetary Defaults. If any owner shall fail to observe and perform any term, covenant or provision of the Declaration, these By-Laws or any Rules and Regulations adopted pursuant thereto, and such failure shall not be cured within thirty-one (31) days after written demand therefor, such owner shall be deemed to be in default, and in such event, the Board may elect to bring an action against the defaulting owner for damages for breach of the Declaration, these By-Laws, Rules or Regulations and/or enforcement of the same, as the case might be, in which event the defaulting owner shall be required to pay attorneys' fees and court costs incurred by the Board in bringing such action.

The Board may also enforce compliance with the terms of the Declaration, these By-Laws, and Rules or Regulations in any other manner provided for by law or equity. A defaulting owner shall pay all costs and expenses of the Board, including reasonable attorneys' fees, incurred by the Board in such enforcement action.

Section 8. Waiver. The failure of the Board to insist in any one or more instances upon a strict performance of or compliance with any of the covenants of the owner hereunder or to exercise any right or option herein contained, or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect. The receipt by the Board of any sum paid by the owner hereunder, with or without knowledge by the Board of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver, expressed or implied by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the President pursuant to authority contained in resolution of the Board.

ARTICLE X

INSURANCE

Section 1. Fire and Extended Coverage Insurance. The Association at its common expense shall at all times keep all buildings in the Project, including the common elements and, whether or not part of the common elements, all exterior and interior walls, floors and ceilings, in accordance with the as-built condominium plans and specifications, insured against loss or damage by fire with special extended coverage and inflation guard endorsement with an insurance company authorized to do business in the State of Hawaii in an amount sufficient to provide for the full repair or full replacement thereof without deduction for depreciation with inflation guard and water damage endorsements, in the name of the Association as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and shall be payable in case of loss to such bank or trust company authorized to do business in the State of Hawaii as the Board shall designate for disposition as herein provided of all proceeds of such insurance, and from time to time cause to be deposited promptly with the Secretary true copies of such insurance policies or current certificates thereof, without prejudice to the right of the apartment owners to insure their apartments for their own benefit. Flood insurance shall also be provided under the provisions of the Federal Flood Disaster Protection Act of 1973 if the real property is located in identified flood hazard areas designated by the Department of Housing and Urban Development with minimum limits equal to the aggregate of the outstanding principal balance of all mortgages on apartments in the Project or the maximum limit of coverage payable under the National Flood Insurance Act of 1968, as amended, whichever is less. The members of the Association may by majority vote at any meeting of the Association require that the exterior glass of the Project also be insured under such Policy. All premiums on each Policy fairly allocable to that portion of the Policy which pertains to the commercial apartments and their limited common elements shall be payable only by the owners of the commercial apartments. All premiums on each Policy fairly allocable to that portion of the Policy which pertains to the residential apartments and their limited common elements shall be payable only by the owners of the residential apartments. If permitted by law, the commercial apartment owners may elect to obtain their own insurance as required in this Section, and such coverage shall not be included in the Policy obtained by the Board. Every such Policy of insurance:

(A) Shall contain no provision limiting or prohibiting other insurance by the owner of an apartment, such right being provided by statute, but if obtainable, shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of setoff, counterclaim, apportionment, proration or contribution by reason of any such other insurance.

(B) Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the buildings, whether or not within the control or knowledge of the Association, and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Association or the owner or tenant of any apartment, or any other person, by reason of any act or neglect of the Association or the owner or tenant of any apartment, or any other person under any of them.

(C) Shall provide that the policy and the coverage thereunder may not be canceled or substantially modified (whether or not requested by the Association), except by the insurer giving at least sixty (60) days' prior written notice thereof to the Board, every first mortgagee of an apartment and every other person in interest who shall have requested such notice of the insurer.

(D) Shall contain a provision waiving any right of subrogation by the insurer to any right of the Association, the owner or lessee of any apartment.

(E) Shall contain a provision waiving any right of the insurer to repair, rebuild or replace, if a decision is made pursuant to Section 5 of this Article X, not to repair, reinstate, rebuild or restore the damage or destruction.

(F) Shall provide that any loss shall be adjusted with the Association (or the owners of the commercial apartments, if such loss pertains to the commercial apartments) and the mortgagee of any apartment directly affected by the loss.

(G) Shall contain a standard mortgagee clause which:

(1) Shall name as an additional assured the holder of any mortgage affecting any apartment whose name shall have been furnished to the Board.

(2) Shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Association or the owner or tenant of any apartment, or any other person under any of them.

(3) Shall waive any requirement invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided, however, in case the Association shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of the termination of the policy), any contribution clause, and any right to be subrogated to the rights of any mortgagee against the owner or lessee of any apartment or the Association, or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgagor or owner, but without impairing mortgagee's right to sue.

(4) Shall provide that without affecting the protection afforded to the mortgagee by such mortgagee clause, any proceeds payable under such clause shall be payable to a corporate trustee selected by the Association which shall be a bank or trust company doing business in the State of Hawaii, referred to as the "Insurance Trustee" or "Trustee".

(5) Shall provide that any reference to a mortgagee in the policy shall include all mortgagees on any apartment, in order of preference.

(H) Shall name all apartment owners as insureds.

(I) Shall provide for payment of the proceeds to the Insurance Trustee, except in the case of damage to a single apartment in which case the proceeds shall be paid to the owner and mortgagee, if any, of such apartment, as their respective interests may appear.

(J) Shall contain a provision requiring the insurance carrier at the inception of the policy and on each anniversary date thereof to provide the Board with a written summary in layman's terms describing said policy, which summary shall include the type of policy, a description of the coverage and limits thereof, amount of annual premium, renewal date, and such other information as may be required by law. The Board shall provide said summary to each apartment owner.

Section 2. Comprehensive Liability Insurance. The Association shall procure and maintain from a company or companies qualified to do business in the State of Hawaii (and, if necessary, procure the required coverage from other companies) a policy or policies (collectively, the "Policy") of Public Liability Insurance to insure the Board, the Association, each apartment owner, the Managing Agent, and other employees of the Association against claims for personal injury, death and property damage arising out of the condition of the property or activities thereon under a Comprehensive General Liability form to include (1) Water Damage Legal Liability and (2) Fire Damage Legal Liability. Said insurance shall provide combined, single-limit coverage of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) or such higher limits as the Board may from time to time establish with due regard to the then prevailing prudent business practice in the State of Hawaii as reasonably adequate for the Association's protection. The premiums shall be fairly allocated by the insurer between the residential apartments and the commercial apartments based on the extent to which the premiums are attributable to coverage of those areas. If permitted by law, the owners of the commercial apartments may elect to obtain separate insurance covering the commercial apartments and the activities therein, subject to the term of this Section, and such coverage shall not be included in the Policy obtained by the Board. Every such Policy of insurance:

(A) Shall, if obtainable, contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the buildings, whether or not within the control or knowledge of the Managing Agent or Association, or by any breach of warranty or condition caused by the Managing Agent, Association or owner of any apartment, or by any act or neglect of the Managing Agent, Association or owner or tenant of any apartment or any person under any of them.

(B) Shall, if obtainable, provide that the Policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Association), except by the insurer giving at least sixty (60) days' prior written notice thereof to the Board, every first mortgagee of an apartment and every other person in interest who shall have requested such notice to the insurer.

(C) Shall, if obtainable at reasonable cost, contain a waiver by the insurer of any right of subrogation to any right of the Board, Managing Agent or the apartment owners against any of them or any other person under them.

(D) Shall, if obtainable at reasonable cost, contain a "severability of interest" endorsement precluding the insurer from denying a claim of an apartment owner because of negligent acts of the Association or other apartment owners.

Section 3. Insurance Against Additional Risks. The Association or the owners of the commercial apartments may also procure insurance against such additional risks as they may deem advisable for the protection of the owners of a character normally carried with respect to properties of comparable character and use.

Section 4. Miscellaneous Insurance Provisions. The Association shall review not less frequently than annually the adequacy of the Association's insurance program and shall report in writing the Association's conclusions and action taken on such review to the owner of each apartment, and to the holder of any mortgage on any apartment who shall have requested a copy of such report. At the request of any mortgagee of any apartment, the Association shall furnish to such mortgagee a copy of the Policy described in Section 1 and of any other policy to which a mortgagee endorsement shall have been attached. Copies of every policy of insurance procured by the Association shall be available for inspection by any owner (or purchaser holding a contract to purchase an interest in an apartment) at the office of the Managing Agent. Any coverage procured by the Association shall be without prejudice to the right of the owners of apartments to insure such apartments and the contents thereof for their own benefit at their own expense. The foregoing obligations of the Association shall apply to the owners of the commercial apartments, if separate policies are obtained by such owners.

Section 5. Damage and Destruction.

(A) If any building is damaged by fire or other casualty which is insured against and said damage is limited to a single apartment, the insurance proceeds shall be used by the owner and mortgagee, if any, of such apartment to pay the contractor employed by the Association to rebuild or repair such apartment, including paint, floor covering and fixtures, in accordance with the original plans and specifications therefor.

(B) If such damage extends to two (2) or more apartments or extends to any part of the limited common elements or to the common elements, the Association shall thereupon contract to repair or rebuild the damaged portions of the building(s), including all apartments so damaged, as well as the common elements, in accordance with plans and specifications therefor, which will restore the same to the design immediately prior to the destruction or damage, or, if reconstruction in accordance with said design is not permissible under the laws then in force, in accordance with such modified plan as shall be previously approved by the Association (or the commercial apartment owner directly affected thereby), and the mortgagee of record of any interest in an apartment directly affected thereby; provided that:

(1) In the event said modified plan eliminates any apartment that may have been damaged or destroyed and such apartment is not reconstructed, the Insurance Trustee shall pay to the owner of said apartment and the mortgagee of record of any interest in said apartment, as their interests may appear, the portion of said insurance proceeds allocable to the owner's common interest (less the proportionate share of said apartment in the cost of debris removal) and shall disburse the balance of insurance proceeds as hereinafter provided for the disbursement of insurance proceeds.

(2) In the event the restoration of any building(s) in accordance with the original plans and specifications or with such modified plan as shall have been previously approved by the Association (or the commercial apartment owner

directly affected thereby) and the mortgagee of record of any interest in an apartment directly affected thereby shall not be permissible under the laws and regulations then existing, the proceeds of the insurance, after paying the cost of the removal of the debris, shall be disbursed to owners of apartments so damaged and their mortgagees of record, as their interests may appear, in proportion to the respective common interests of said owners.

(3) In the event the insurance proceeds are insufficient to restore the building(s), then the Project shall be rebuilt, repaired or restored as prescribed in these By-Laws or in accordance with such modified plan as shall have been previously approved by the Association, a majority of the owners of apartments directly affected thereby and the mortgagees of record of any interest in an apartment directly affected thereby, unless the owners of at least seventy-five percent (75%) of the interests in the common elements execute an instrument within ninety (90) days of the loss expressing their decision not to rebuild, repair or restore. In such event the proceeds of the insurance shall be first used to remove any remaining improvements and the balance, if any, shall be paid to the owners and said mortgagees, as their interests shall appear, in proportion to the percentage interest of each owner in the common elements appurtenant to his apartment, and the owners shall be released and relieved of all obligations to rebuild, repair or and restore.

(4) If a decision is made to eliminate an apartment, the common interests and other rights of the remaining apartment owners in the Project shall be adjusted by amendment of the **Declaration pursuant** to Section 514A-13(b) of the Act and the section of the Declaration entitled ~Amendment~; provided, however, **that the common** interest of any owner shall not be altered **without his** consent and the consent of any mortgagee of record of any interest in an apartment directly affected thereby. The owner of any eliminated apartment shall be discharged from all obligations to the Project after proper amendment of the Declaration. Alternatively, if the Declaration is not amended so as to discharge the owners of eliminated apartments of all obligations to the Project and so as to adjust equitably the common interests appurtenant to those apartments not eliminated, the owner of any eliminated apartment may, pursuant to Section 514A-92 of the Act, convey his interest to the Board on behalf of all other apartment owners and thereby be discharged of all obligations to the Project. The owner of any eliminated apartment may, in addition to his allocable share of insurance proceeds, receive such reimbursement as the Board deems appropriate.

(C) The insurance proceeds shall be paid by the Insurance Trustee to the contractor employed for such work, in accordance with the terms of the contract for such construction and in accordance with the terms of this Section 5. If the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding such common elements, the Association is expressly authorized to pay such costs in excess of the insurance proceeds from the maintenance fund, and if the maintenance fund is insufficient for this purpose, the Association shall levy a special assessment on all owners in proportion to their respective common interests. Any costs in excess of the insurance proceeds for the repairing and/or rebuilding of any apartment shall be specially assessed against such apartment.

(D) The cost of the work (as estimated by the Association) shall be paid out from time to time or at the direction of the Association as the work progresses, but subject to the following conditions:

(1) The work shall be in the charge of an architect or engineer (who may be an employee of the Association).

(2) Each request for payment shall be made by not less than seven (7) days' prior notice to the Insurance Trustee and shall be accompanied by a certificate to be made by such architect or engineer stating that all of the work completed has been done in compliance with the approved plans and specifications and that the sum requested is justly required for payments by the Association to, or is justly due to, the contractor, sub-contractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Insurance Trustee the sum requested does not exceed the value of the work done to the date of such certificate.

(3) Each request shall be accompanied by waivers of liens satisfactory to the Insurance Trustee, covering that part of the work for which payment or reimbursement is being requested and by a search prepared by, a title company or licensed abstractor or by other evidence satisfactory to the Insurance Trustee, that there has not been filed with respect to the premises any mechanics' or other lien or instrument for the retention of title in respect of any part of the work not discharged of record.

(4) The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the premises legal.

(5) The fees and expenses of the Insurance Trustee as determined by the Association and the Insurance Trustee shall be paid by the Association as common expenses, and such fees and expenses may be deducted from any proceeds at any time in the hands of the Insurance Trustee.

(6) Such other conditions not inconsistent with the foregoing as the Insurance Trustee may reasonably request.

Upon the completion of the work and payment in full therefor, any remaining proceeds of insurance then or thereafter in the hands of the Association or the Insurance Trustee shall be paid or credited to the apartment owners directly affected thereby and their mortgagees of record in proportion to their respective common interests.

(E) To the extent that any loss, damage or destruction to the building or other property is covered by insurance procured by the Association, the Association shall have no claim or cause of action for such loss, damage or destruction against any apartment owner or lessee. To the extent that any loss, damage or destruction to the property of any owner or lessee is covered by the insurance procured by such owner or lessee, such owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the Board, the Managing Agent, any other owner or the Association. All policies of insurance referred to in this paragraph shall contain appropriate waivers of subrogation.

ARTICLE XI

CONDEMNATION

In the event of a taking by eminent domain of part or all of the improvements of the Project, the proceeds of any award of compensation shall be payable to a condemnation trustee (the "Condemnation Trustee"), which shall be an established bank or trust company designated by the Board as the condemnation trustee and doing business in Hawaii and having net assets of not less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00).

In the event all or any of the apartments are taken and there is no final judicial determination of the amount of condemnation proceeds allocable to each apartment so taken, the amount of the condemnation proceeds allocable to each apartment shall be determined by a real estate appraiser ("Appraiser") who shall be a member of the American Institute of Real Estate Appraisers, or any successor organization, and who shall have acted on behalf of the apartment owners in the condemnation proceedings; or, if no such Appraiser shall have acted on behalf of the apartment owners or if more than one (1) Appraiser shall have acted on behalf of the apartment owners, then an Appraiser with such qualifications shall be selected by the Board to determine the amount of condemnation proceeds allocable to each apartment, subject to the right of the affected apartment owners, by majority vote within fifteen (15) days after all such affected apartment owners receive notice of the appointment of such Appraiser and their right to vote thereon, to require that the Appraiser consist of a panel of three (3) appraisers, in which event the Board shall select three (3) qualified appraisers to act as Appraiser, and the decision of any two (2) of them shall be the decision of the Appraiser.

If the entire Project is taken, the Condemnation Trustee shall pay to each apartment owner and mortgagee, as their interests may appear, the portion of the condemnation proceeds determined by the Appraiser to be allocable to such interests.

In the event of a partial taking of the Project in which (i) any apartment is physically eliminated, or (ii) a portion thereof is eliminated and the remaining portion cannot be repaired or rebuilt in a manner satisfactory to the owner of the apartment, and to the Board, then such apartment shall be removed from the Project and the Condemnation Trustee shall disburse to the owner and any mortgagee, as their interests may appear, in full satisfaction of their interests, the portion of the proceeds of such award allocable to such eliminated or removed apartment after deducting the proportionate share of such apartment in the cost of debris removal.

Subject to the provisions of the preceding paragraph concerning removal of an apartment, in the event of a partial taking of the Project, the Board shall arrange for the repair and restoration of the buildings and improvements remaining after the taking as nearly as possible in accordance with the design thereof immediately prior to such condemnation or, if repair

and restoration in accordance with such design are not permissible under laws then in force, in accordance with such modified plans as shall be approved by the Board (or the commercial apartment owners directly affected thereby) and the mortgagee of record of any apartment directly affected thereby. The Condemnation Trustee shall disburse the proceeds of such award to the contractor engaged in such repair and restoration in the same way funds are disbursed for repair and restoration work under Section 5 of Article XII hereof, and in the event such proceeds are insufficient to pay the costs thereof, the Board shall pay any (i) notice of any default in obligations under the Declaration, By-Laws, apartment deed or Rules and Regulations, by any mortgagor of such mortgagee which is not cured within thirty (30) days after the giving of notice by the Board to the mortgagor of the existence of the default; (ii) a copy of all pleadings filed in any lawsuit, administrative proceeding or other action affecting the Project or any portion thereof; (iii) a copy of any bond required to be posted before commencing or permitting construction of any improvements to the apartment subject to such mortgage; and (iv) prior written notice of any proposal to subdivide, encumber, sell or transfer the common elements or any part thereof. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause).

(C) The Association shall not terminate professional management and assume self-management of the Project without the prior written consent of all mortgagees.

(D) No apartment shall be partitioned or subdivided without the prior written consent of the mortgagee of such apartment.

(E) Except as provided in Section 514A-21 of the Act, the Project shall not by act or omission be abandoned, terminated or removed from the condominium property regime created by the Declaration and the Act without the prior written consent of all mortgagees.

(F) In the event of (i) substantial damage to or destruction of any part of the Project or (ii) any portion of the Project being made the subject matter of any condemnation or eminent domain proceeding or otherwise being sought for acquisition by a condemning authority; the Board shall give timely written notice to all mortgagees of any such damage or destruction or proceeding or proposed acquisition, as the case may be.

(G) In the event of (i) any distribution of insurance proceeds hereunder as a result of substantial damage to or destruction of any part of the Project, or (ii) as a result of condemnation or eminent domain proceedings with respect to any part of the Project, any such distribution shall be made to the apartment owners and their respective mortgagees, as their interests may appear, and no owner or other party shall be entitled to priority over the mortgagee of an apartment with respect to any such distribution to, or with respect to, such apartment; provided, however, that nothing in this paragraph (G) shall be construed to deny to the Association the right to apply any such proceeds to the repair or replacement of damaged portions of the Project or to restore what remains of the Project after condemnation or taking by eminent domain of a part of the Project.

(H) The Secretary shall notify in writing all holders of first mortgages on apartments as shown in the Association's record of ownership or of which the Secretary has been given written notice, of any loss to, or taking of, the common elements of the Project if such loss or taking exceeds TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00).

(I) The Secretary shall notify in writing the holders of the first mortgage on any apartment as shown in the Association's record of ownership or of which the Secretary has been given written notice, of any loss of such apartment which exceeds ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

Section 3. Mortgagee Approval. Unless all of the first mortgagees (based upon one (1) vote for each first mortgage held), or owners (other than the Developer) of the individual apartments have given their prior written approval, the Association shall not be entitled to:

(A) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Project shall not be deemed a transfer within the meaning of this clause.)

(B) Use hazard insurance proceeds for losses to the Project or any part thereof (whether to apartments or to common

elements) for other than the repair, replacement or reconstruction of the same, except as otherwise provided by the Declaration, these By-Laws or the Act.

Section 4. Mortgage Protection. Notwithstanding all other provisions hereof:

(A) The liens of the Association created hereunder upon any apartment and its appurtenant interest in the common elements shall be subject and subordinate to, and shall not affect the rights of the holder of any indebtedness secured by any recorded mortgage of such interests made for value and recorded **prior to the recordation of the notices** of such liens of the Association; provided, however, that after the foreclosure of any such mortgage there shall be a lien upon the interests of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such apartment if falling due after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided in Section 5 of Article IX hereof. The unpaid share of common expenses or assessments chargeable to such apartment prior to the date of such foreclosure sale shall be deemed to be common expenses collectible from all of the owners, including the purchaser at such foreclosure sale and the purchaser's successors and assigns, as provided in Section 1 of Article IX hereof.

(B) No amendment to this Section 4 shall affect the rights of the holder of any such mortgage recorded in the Bureau prior to the filing of such amendment who does not join in the execution thereof.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Rules and Regulations. Each owner recognizes the right of the Board, from time to time after giving notice to all apartment owners in the manner provided herein for the giving of notice for meetings and an opportunity to be heard thereon) to establish and amend such uniform Rules and Regulations as the Board may deem necessary for the management and control of the apartments and the common elements and limited common elements and each owner agrees that the owner's rights under these By-Laws shall be in all respects subject to the appropriate Rules and Regulations which shall be taken to be a part hereof; and each owner agrees to obey all such Rules and Regulations as the same now are or may from time to time be amended, and see that the same are faithfully observed by the invitees, guests, employees and under-tenants of the owner; and the Rules and Regulations shall uniformly apply to and be binding upon all occupants of the apartments. Each apartment owner, tenants and employees of an owner, and other persons using the property shall comply strictly with these By-Laws, such Rules and Regulations, and the covenants, conditions and restrictions set forth in the Declaration.

Section 2. Abatement and Enjoinment of Violations.

(A) The violation of any of the Rules and Regulations, the breach of any of these By-Laws or the breach of any provision of the Declaration shall give the Board the rights, in addition to any other rights set forth in these By-Laws to:

(1) Enter the apartment during reasonable hours in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein in violation of the Rules and Regulations, these By-Laws or the Declaration; and the Board shall not thereby be guilty of any trespass; or

(2) Enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach; and all costs thereof, including attorneys' fees, shall be paid by the defaulting apartment owner on demand; or

(3) Impose monetary fines upon apartment owners, tenants of an apartment owner, and any other persons using an apartment, and, at the Board's discretion, to establish a schedule of the fines to be imposed. If such a schedule is established, the Board may authorize the Managing Agent to impose such fines upon owners and such other persons in accordance with the schedule. The Board shall be empowered to collect any unpaid fines in the same manner and subject to the same lien priority as is provided herein and in the Declaration for the collection of unpaid common expense assessments; or

(4) Recover any damages incurred and penalties imposed as a result of such violation.

(B) Any person fined by the Board or the Managing Agent may request an arbitration pursuant to this Article XIII, Section 6 below to determine: (1) whether such violation or breach occurred and (2) whether the fine or fines imposed by the Board or the Managing Agent are justified and reasonable; provided, however, that nothing contained herein shall be interpreted to prevent or delay the Board or the Managing Agent from enjoining, abating, removing or remedying any violation or breach which may impair or in any way affect the value or safety of the Project or the use, enjoyment, safety or health of any apartment owner.

Section 3. Attorneys' Fees and Expenses of Enforcement. All costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association for:

(A) Collecting any delinquent assessments against any owner's apartment;

(B) Foreclosing any lien thereon;

(C) Enforcing any provision of the Declaration, these By-Laws, the House Rules, the Act or the rules of the Real Estate Commission against an owner, occupant, tenant, employee of an owner, or any other person who may in any manner use the Project shall be promptly paid on demand to the Association by such person or persons; provided that if the claims upon which the Association takes any action are not substantiated, all costs and expenses, including reasonable attorneys' fees, incurred by any such person or persons as a result of the action of the Association, shall be promptly paid on demand to such person or persons by the Association. The unpaid amount of such costs and expenses shall constitute a lien against the apartment owner's

interest in the apartment in question which may be foreclosed by the Board or Managing Agent as herein provided and in the same manner as provided in the Act for common expenses; provided, however, that said lien for such costs and expenses shall be subordinate to liens for taxes and assessments lawfully imposed by any governmental authority against such apartment and to all sums due under any mortgage on such apartment recorded prior to the recordation of the notice of said lien.

If any claim by an owner is substantiated in any action against the Association, any of its officers or directors, or the Board to enforce any provision of the Declaration, these By-Laws, the House Rules or the Act, then all reasonable and necessary expenses, costs and attorneys' fees incurred by such owner shall be awarded to such owner; provided, however that no such award shall be made in any derivative action unless: (i) the owner first shall have demanded and allowed reasonable time for the Board to pursue such enforcement; or (ii) the owner demonstrates to the satisfaction of the court that a demand for enforcement made to the Board would have been fruitless.

If any claim by an owner is not substantiated in any court action against the Association, any of its officers or directors, or the Board to enforce any provision of the Declaration, these By-Laws, the House Rules or the Act, then all reasonable and necessary expenses, costs and attorneys' fees incurred by the Association shall be awarded to the Association, unless the action was filed in small claims court or prior to filing the action in a higher court the owner has first submitted the claim to mediation, or to arbitration under the Act, and made a good faith effort to resolve the dispute under any of those procedures.

Section 4. Right of Access. An apartment owner shall grant a right of access of such owner's apartment to the Managing Agent and/or any other person authorized by the Board or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in such owner's apartment and threatening another apartment or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in such owner's apartment or elsewhere in the Project, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the owner. In case of an emergency, such right of entry shall be deemed granted, to be effective immediately, whether the owner is present at the time or not.

Section 5. Owners May Incorporate. All of the rights, powers, obligations and duties of the owners imposed hereunder may be exercised and enforced by a non-profit, membership corporation, formed under applicable laws for the purposes herein set forth by the Association. Said corporation shall be formed upon the written approval of a majority of the voting apartment owners. The formation of said corporation shall in no way alter the terms, covenants and conditions set forth herein and the articles and by-laws of said corporation shall be subordinated hereto and controlled hereby. Any action taken by said corporation which said action is in violation of any or all of the terms, covenants or conditions contained herein shall

be void and of no effect.

Section 6. Arbitration of Grievances and Disputes. At the request of any party, any dispute concerning or involving one (1) or more of the apartment owners and the Association, the Board, the Managing Agent or one (1) or more other apartment owners relating to the interpretation, application or enforcement of the Act, the Declaration, these By-Laws or any of the Rules and Regulations shall be submitted to arbitration as provided by Section 514A-121 of the Act. Nothing in this section shall be interpreted to require the arbitration of any dispute which is either exempt from arbitration pursuant to Section 514A-121 of the Act or determined to be unsuitable for arbitration pursuant to Section 514A-122 of the Act.

Section 7. Notices. Except as otherwise expressly provided in these By-Laws, all notices hereunder shall be sent by registered or certified mail to the Board, in care of the Managing Agent or, if there be no Managing Agent, to the office of the Board or to such other address as the Board may hereafter designate from time to time, by notice in writing to all owners and to all mortgagees of apartments. All notices to any owner shall be hand delivered or sent by registered or certified mail to the apartment owner's address at the Project or to such other address as may have been designated by him from time to time, in writing, to the Board. All notices to mortgagees shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board. All notices shall be deemed to have been effectively given when mailed or delivered, except notices of change of address which shall be deemed to have been given when received. A copy of all notices sent to apartment owners shall be sent to each apartment owner's mortgagee known to the Board.

Section 8. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the *intent* of any provisions thereof.

Section 9. Gender and Number. The use of any gender in these By-Laws shall be deemed to include either or both of the other genders and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 10. Waiver. No restriction, condition, obligation or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 11. Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate the purpose of creating a uniform condominium complex whereby the owners of apartments shall carry out and pay for the operation and maintenance of the Project as a mutually beneficial and efficient establishment.

Section 12. Amendment. The provisions of these By-Laws, other than this Section 12, may be amended by vote or written consent of sixty-five percent (65%) of all apartment owners, with the prior written consent of all institutional mortgagees, which amendment shall be effective upon recording in the Bureau an instrument in writing, signed and acknowledged by such owners or by the proper officers of the Association; provided, however, that each of the particulars set forth in Section 514A-82 of the Act (or any successor or other provision of similar import) shall always be embodied in these By-Laws; provided, further, that Developer may, at any time prior to the recordation of an apartment deed or condominium conveyance document in the Bureau conveying an apartment to a party not a signatory hereto, amend these By-Laws in any manner as Developer may deem fit; provided, further, that any proposed by-laws with the rationale for the proposal may be submitted by the Board or by a volunteer apartment owners' committee. If submitted by that committee, it shall be accompanied by a petition signed by not less than twenty-five percent (25%) of the apartment owners as shown in the Association's record of ownership. The proposed bylaws, rationale and ballots for voting on any proposed by-law shall be mailed by the Board to the owners at the expense of the Association for vote or written consent without change within thirty (30) days of receipt of the petition by the Board. The vote or written consent required to adopt the proposed by-law shall not be less than sixty-five percent (65%) of all apartment owners; provided that the vote or written consent must be obtained within one hundred twenty (120) days after mailing. The volunteer apartment owners' committee shall be precluded from submitting a petition for a proposed by-law which is substantially similar to that which has been previously mailed to the owners within one (1) year after the original petition was submitted to the Board. This Section 12 shall not preclude any apartment owner or voluntary apartment owners' committee from proposing any by-law amendment at any annual association meeting. Notwithstanding the foregoing, no amendment of these Bylaws shall, without the Developer's prior written consent, limit, affect or impair the reserved rights of the Developer or limit, affect or impair the right or interest of (a) the owners of the commercial apartments, without first securing the affirmative vote of owners of sixty-five percent (65%)

of the commercial apartment owners, and (b) the owners of the residential apartments, without first securing the affirmative vote of sixty-five percent (65%) of the residential apartment owners.

Section 13. Restatement of These By-Laws.

(A) Notwithstanding any other provision of the Act or of any other statute or instrument, the Association may at any time restate these By-Laws to set forth all amendments by a resolution adopted by the Board.

(B) The Association may at any time restate these ByLaws to amend the By-Laws as may be required in order to conform with the provisions of the Act or of any other statute, ordinance, rule or regulation enacted by any governmental authority, by a resolution adopted by the Board, and the restated by-laws shall be as fully effective for all purposes as if adopted by the vote or written consent of the apartment owners; provided that any by-laws restated pursuant to this subsection shall identify each portion so restated and shall contain a statement that those portions have been restated solely for purposes of information and convenience, identifying the statute, ordinance, rule or regulation implemented by the amendment, and that in the event of any conflict, the restated by-laws shall be subordinate to the cited statute, ordinance, rule or regulation.

(C) Upon the adoption of a resolution pursuant to subsections (A) and (B), the restated by-laws shall set forth all of the operative provisions of the By-laws, as amended, together with a statement that the restated by-laws correctly sets forth without change the corresponding provisions of the By-Laws, as amended, and that the restated by-laws supersede the original ByLaws and all prior amendments thereto.

(D) The restated by-laws shall be recorded in the manner provided in Sections 514A-11 or 514A-82 of the Act or both and upon recordation shall supersede the original By-Laws and all prior amendments thereto; provided that in the event of any conflict, the restated by-laws shall be subordinate to the original By-Laws and all prior amendments thereto.

Section 14. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

Appendix D

List of Possible Components Usually Included

Awnings and other overhead coverings	Gates, iron, wood, etc.
Balconies (see also decks)	HVAC, air conditioning
Benches	HVAC, heating systems
Boilers	Light fixtures, exterior
Decks, pool and spa	Light fixtures, interior
Decks, residential	Paint and stain, exterior
Elevator, cab	Paint and stain, interior common area
Elevator, hydraulic, traction, etc.	Paving
Equipment, cleaning and maintenance	Retaining wall
Equipment, communication and telephone	Roof
Equipment, entertainment, music/video systems	Siding and trim
Equipment, exercise, recreational, etc.	Solar heating system, pool and spa
Equipment, office	Solar heating system, residential
Equipment, pool, pumps, motors and filters	Spas
Fences, chain link, wood, etc.	Streets and drives
Floor covering, carpet, tile, vinyl, etc.	Swimming pools
Floor covering, wood replacement and refinishing	Tennis courts, resurfacing
Furnishings, lobby, clubhouse, etc.	Vehicles
	Water heaters

Appendix E

Components Frequently Overlooked

Alarm system, fire	Lakes, ponds and waterways
Alarm system, intrusion	Landscaping, replacement of major trees and plants
Antennas, satellite dish and other	Mailboxes and centers
Asbestos encapsulation or removal	Monitoring system, carbon monoxide
Display cases	Planter boxes
Docks	Plumbing, fixtures, exterior
Drainage systems	Plumbing, water piping system
Electrical, transformers	Putting greens
Electrical wiring and related fixtures in common area	Posts, deck, lamp, etc.
Fans, exhaust, garage and other	Pumps
Fire sprinklers and related equipment	Racquetball courts
Fountains	Security gates, gate operator and motor
Garage doors and hardware	Septic tanks
Garbage enclosures	Sewage erector equipment
Gutters and downspouts	Skylights Stables and tack rooms
Hand ball courts	Stairs stucco, sandblasting and resurfacing
Irrigation system, controllers	Sump pump equipment
Irrigation system, piping, valves and sprinkler heads	Trellises
Kiosks and message/communication center	Ventilation systems, garage
	Walkways, wood, concrete, brick, tile, etc.
	Wallpaper and interior wall treatments
	Walls, concrete block, etc.

Appendix F

Listing of Research Sources for Beginning Research on Estimates of Average Estimated Life and Replacement Costs

Dell'Isola, Alphonse, J. and Kirk, Stephen J., *Life Cycle Cost Data*, McGraw Hill, 1983

Hawaii Real Estate Research and Education Center, College of Business Administration, University of Hawaii, *Condominium Reserves Reference Manual*, September 1992.

Institute of Real Estate Management, *Condominiums Cooperatives & PUDs 1991 Edition*, National Association of Realtors, Chicago, Illinois.

Marshall & Swift, *Marshall Valuation Service*, Marshall & Swift The Building Cost People, Los Angeles, California, March 1991.

R.S. Means Company, Inc., *Means Repair & Remodeling Cost Data 1992*, Construction Consultants & Publishers, Kingston, MA 1991.

Trade Publishing Company, *Hawaii Building Guide 1992*, Honolulu, Hawaii, 1992

The following print-out on page F-2 is a
Sample Component List and Estimates

Provided by: Kipcon Inc.
Professional Engineering Consultants
4-12 Towne Center Drive
North Brunswick, New Jersey 08902

The portion of Appendix F beginning after page F-3 are
pages 161-204 of the *Hawaii Building Guide 1992*,
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RESERVE STANDARDS - JUNE 1992

KEY:

R.S. MEANS COST BOOKS:

NOTES:

OS - OPEN SHOP
S - SITE WORK
C - CONSTRUCTION
R - RESIDENTIAL
RR - REPAIR & REMODELING
E - ELECTRICAL
M - MECHANICAL

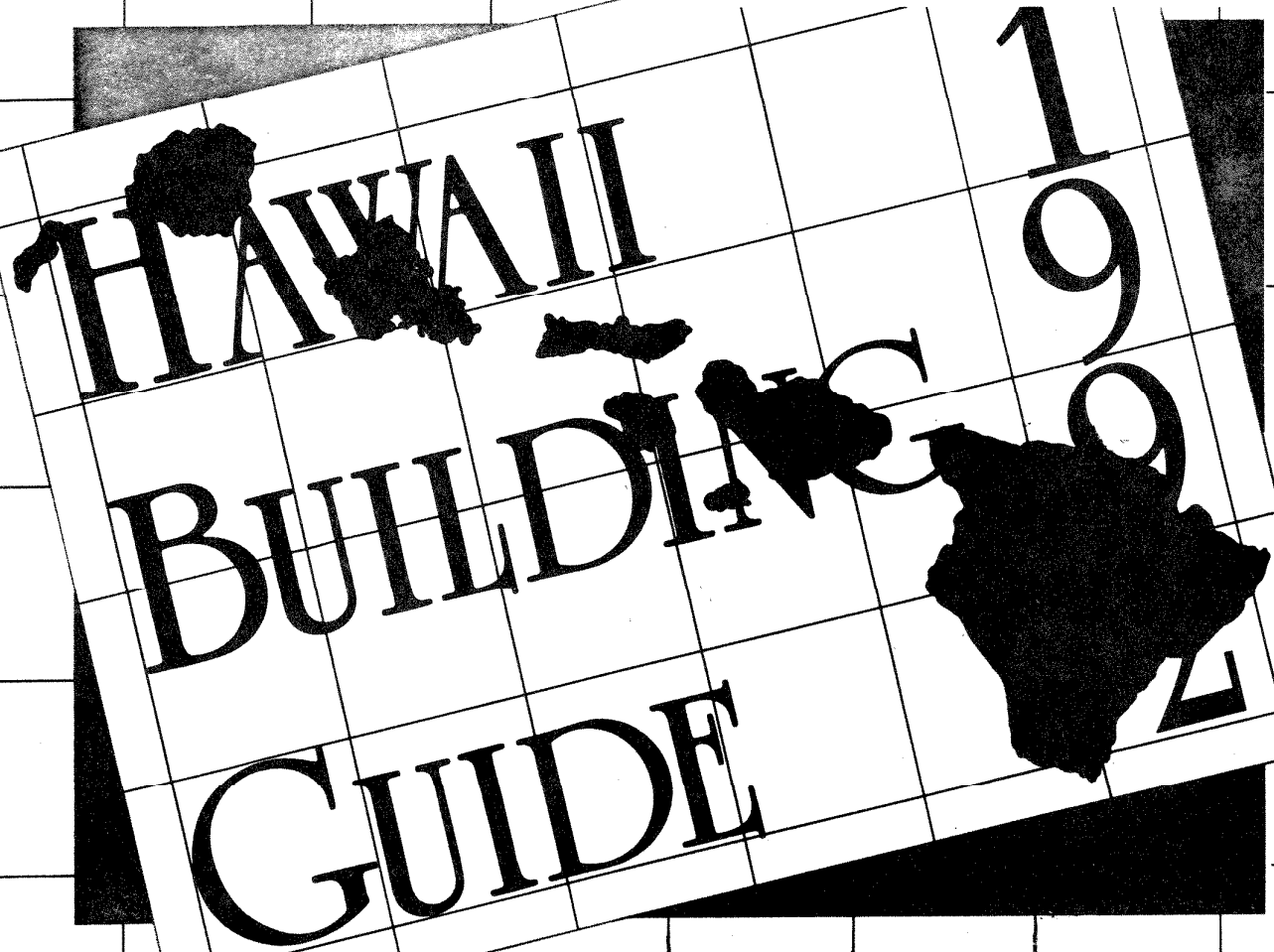
* ALL COSTS INCLUDE LABOR TO REMOVE MATERIAL
LABOR PRICE WAS DOUBLED IN MOST CASES.
DEMOLITION COSTS WERE USED WHENEVER AVAILABLE

ITEM/DESCRIPTION	QTY	UNADJUSTED UNIT COST	HAWAII UNIT COST	ESTIMATED USEFUL LIFE	REFERENCE
SITework					
Pavement Sealcoating (Surface Cleaning = 0.07)	SY	\$1.10	\$1.30	5	025-458-0400 & 025-458-0600 (OS)
Pavement 1 1/2" Cap	SY	\$3.15	\$3.72	20	025-104-0340 (OS)
Pavement 1" Cap	SY	\$2.23	\$2.63	20	025-104-0300 (OS)
Cold Planing	SY	\$16.50	\$19.47		025-120-3000 (S)
Paint Striping	SPACE	\$2.29	\$2.70	5	025-804-0600 (OS)
	LF	\$0.09	\$0.11	5	025-804-0010 (OS)
Concrete on Parking Deck	SY	\$15.15	\$17.68	30	025-120-0020 (OS)
Concrete Sidewalk -					
No Base, 4"	SF *	\$3.23	\$3.81	30	025-128-0311 (OS) / 020-554-2320 (OS)
5"	SF *	\$3.50	\$4.13	30	025-128-0351 (OS) / 020-554-2320 (OS)
6"	SF *	\$3.76	\$4.44	30	025-128-0401 (OS) / 020-554-2320 (OS)
Gravel Base, 4" (ADD)	SF	\$0.35	\$0.41	30	025-128-0450 (OS)
Concrete Curb	LF	\$7.93	\$9.36	30	025-254-0300 (OS) / 020-554-2400 (OS)
Asphalt Walkways (2 1/2")	SY	\$10.64	\$12.56	20	025-128-0100 (OS) / 020-554-4100 (OS)
Precast Patio Blocks					
8"x16"	SF	\$2.63	\$3.10	30	025-162-0710 (S)
16"x16"	SF	\$2.53	\$2.99	30	025-162-0720 (S)
24"x24"	SF	\$2.29	\$2.70	30	025-162-0730 (S)
Asphalt Curbing	LF *	\$2.92	\$3.45	20	025-254-0010 & 020-554-2700 (OS)
Concrete Dumpster Pads ??					
6" Reinforced	SY *	\$23.61	\$27.86	30	025-120-0020 (S) / 020-554-2320 (S)
8" Reinforced	SF *	\$28.36	\$33.46	30	025-120-0100 (S) / 020-554-2320 (S)
Concrete Mailbox Pads	SF *	(See Sidewalk)			
Concrete Pool Apron	SF *	(See Sidewalk)			
Concrete Wheel Stops	EA *	\$35.03	\$41.34	30	028-408-1000 (OS)
Plastic Wheel Stops	EA *	\$61.03	\$72.02	?	028-408-1200 (OS)
Concrete Driveway -					
4" Thick	SF *	\$3.59	\$4.24	30	025-128-0450 (S) / 025-128-0310 (S)
6" Thick	SF *	\$4.36	\$5.14	30	025-128-0450 (S) / 025-128-0400 (S)

Appendix F continued

Hawaii Building Guide 1992,
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Honolulu, Hawaii 1992 .

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Instructions on Reading Contractor Listings and Specialty License Types

Sample Listing

1. — AB Construction, Inc.
2. — Al Smith RME
3. — 1889 Elm Street
Honolulu, Hawaii 97000
4. — 681-0000 Fax 682-2222
- 5., 6. — ABC 5555, ABC 5556
7. — 4/30/68
8. — C, 04, 27, 52
9. — M, 68

1. Name of firm
2. Responsible managing employee
3. Company address
4. Company telephone; facsimile transmission number, if available
5. License type:
"A" — General Engineering Contractor
"B" — General Building Contractor
"C" — Specialty Contractor
6. Company and employee license numbers
7. Effective date of license
8. Indication of specific specialty
9. Additional classified specialties

Specialty Contractors are classified under the following subclassifications

- | | | | |
|-------|---|-------|---|
| C-1 | Acoustical and insulation contractor. | C-31 | Masonry contractor. |
| C-2 | Mechanical insulation contractor. | C-31a | Cement concrete contractor. |
| C-3 | Asphalt paving and surfacing contractor. | C-31b | Stone masonry contractor. |
| C-3a | Asphalt concrete patching, sealing, and striping contractor. | C-31c | Refractory contractor. |
| C-3b | Play court surfacing contractor. | C-31d | Tuckpointing and caulking contractor. |
| C-4 | Boiler, hot-water heating, and steam fitting contractor. | C-31e | Concrete cutting, drilling, sawing, coring, and pressure grouting contractor. |
| C-5 | Cabinet, millwork, and carpentry remodeling and repairs contractor. | C-32 | Ornamental, guardrail, and fencing contractor. |
| C-5a | Garage door contractor. | C-32a | Aluminum railings contractor. |
| C-5b | Siding application contractor. | C-33 | Painting and decorating contractor. |
| C-6 | Carpentry framing contractor. | C-33a | Wall coverings contractor. |
| C-7 | Carpet laying contractor. | C-33b | Taping contractor. |
| C-9 | Cesspool contractor. | C-33c | Surface treatment contractor. |
| C-12 | Drywall contractor. | C-34 | Soil stabilization contractor. |
| C-13 | Electrical contractor | C-35 | Pile driving, pile and caisson drilling, and foundation contractor. |
| C-14 | Sign contractor. | C-36 | Plastering contractor. |
| C-15 | Electronic systems contractor. | C-36a | Lathing contractor. |
| C-15a | Fire and burglar alarm contractor. | C-37 | Plumbing contractor. |
| C-16 | Elevator contractor. | C-37a | Sewer and drain line contractor. |
| C-16a | Conveyor systems contractor. | C-37b | Irrigation and lawn sprinkler system contractor. |
| C-17 | Excavating, grading, and trenching contractor. | C-37c | Vacuum and air systems contractor. |
| C-19 | Asbestos contractor. | C-37d | Water chlorination contractor. |
| C-20 | Fire protection contractor. | C-37e | Treatment and pumping facilities contractor. |
| C-20a | Dry chemical fire repressant systems contractor. | C-37f | Fuel dispensing contractor. |
| C-21 | Flooring contractor. | C-38 | Post tensioning contractor. |
| C-22 | Glazing and tinting contractor. | C-40 | Refrigeration contractor. |
| C-22a | Glass tinting contractor. | C-40a | Prefabricated refrigerator panels contractor. |
| C-23 | Gunite contractor. | C-41 | Reinforcing steel contractor. |
| C-24 | Building moving and wrecking contractor. | C-42 | Roofing contractor. |
| C-25 | Institutional and commercial equipment contractor. | C-42a | Aluminum shingles contractor. |
| C-27 | Landscaping contractor. | C-42b | Wood shingles and shakes contractor. |
| C-27a | Hydro mulching contractor. | C-42c | Cement and clay tile contractor. |
| C-27b | Tree trimming and removal contractor. | C-42d | Composition shingle contractor. |
| | | C-42e | Urethane foam contractor. |
| | | C-42f | Liquid asphalt roofing contractor. |
| | | C-42g | Roof coatings contractor. |
| | | C-43 | Sewer, sewage disposal, drain, and pipe laying contractor. |
| | | C-43a | Reconditioning and repairing pipeline contractor. |
| | | C-44 | Sheet metal contractor. |
| | | C-44a | Gutters contractor. |
| | | C-44b | Awnings and patio cover contractor. |
| | | C-48 | Structural steel contractor. |
| | | C-48a | Steel door contractor. |
| | | C-49 | Swimming pool contractor. |
| | | C-49a | Swimming pool service contractor. |
| | | C-49b | Hot tub and pool contractor. |
| | | C-51 | Tile contractor. |
| | | C-51a | Cultured marble contractor. |
| | | C-51b | Terrazzo contractor. |
| | | C-52 | Ventilating and air conditioning contractor. |
| | | C-55 | Waterproofing contractor. |
| | | C-56 | Welding contractor. |
| | | C-57 | Well drilling contractor. |
| | | C-57a | Pumps installation contractor. |
| | | C-57b | Injection well contractor. |
| | | C-61 | Solar energy systems contractor. |
| | | C-61a | Solar hot water systems contractor. |
| | | C-61b | Solar heating and cooling systems contractor. |
| | | C-62 | Pole and line contractor. |
| | | C-68 | Classified specialist. |

General Building Contractors

OAHU

A & B Properties Inc	Advance Home Builder	American Mech & Service Corp/dba Amsco	Lawrence S Asato	C & N Construction Co
A & M Builders Inc	Aguda Construction	American Piping & Bo/E E Black Ltd	Asian Builders & Lan Associated	C C Engineering & Construction Inc
A & S Construction Co	Ainalani Construction Inc	Ampak Builders Inc	Insulation/Hawaiian Refractor	C F A Painting Co
A A Construction Co	Air Engineering Co Inc	Ana'ole Builders Inc	Atelier Builders Inc	C M T Hawaii Ltd
A B A Contracting	Aji's Cabinets & Contracting Company	Ancheta Builders	Atlantic Construction Co Ltd	Cal's Builders
A B Construction /Addition & Building	Akahi Pacific Inc	Evaristo C. Andaya Jr	Au's Plbg & Mtl Works/Hi Hotel & Restnt	Canaan Construction & Decorating Ltd
A C & L Painting	Robert K Akahiji Inc	H Andersen Construction	Aupuni Contracting	Capital Home Improvement Corp
A C Construction Inc	Moses Akiona Ltd	D E Andres Construction	Automated Ice System	Luciano Caraang Jr
A E Universal Ltd/Key Construction	Henry T Akutagawa	J Apana Construction	Automatic Sprinkler Corp of America	Carino & Son Builder
A G T Contractors Inc	Al Lee Contracting	Apex Construction	Axis Construction Inc	Carmichael Construction
A J Construction	Al-Wal Builders Inc	Aquarius Painting Inc	Richard T. Azama	Carpenter Construction Co dba
A K L Co	Ala's Woodwork	Aquastructures Inter	B & B Construction	Carpentry Services
A M J J Construction Company	Alce Construction Co	Ben Aquino Construction	B C C Hawaii/Black Construction Co	Cascana Construction
A R A Contracting	All Pool & Spa Inc	Ara Contracting	B C I General Contractor	The Casden Company
A T & I Inc	All Possible Builders Co	Arakaki Electric Inc	B C P Construction Of Hawaii Inc	P Castillo Builders
A T Construction Company	All Quality Builders	Walter Y Arakaki Gen Contr	B K A Builders	Castle & Cooke Properties
A-1 Builders	Allied Builders System/Ram Corporation	Charles M Arakawa	Babcock & Wilcox Contractors	Castle & Cooke Residential
A-1 Construction Corp	Allied Construction Inc	Ararat Company	Ben Badua Renovation	Center Line Builders
A.M. Construction	Allied Pacific Company	Architectural Construction	Bud Bailey Construction Co Inc	Central Construction Inc
Abella's International Ltd	Allstate Builders & Consultants	Architectural Woodworking & Constm Inc	Baker Technical Service	Central Pacific Construction
Abhe & Svoboda Inc	Allstate Industries Inc	Arco Construction Inc	Anthony Ballesteros	Century Builders
Abraham Construction Inc	Aloha Masonry Inc	Area Builder's Ltd	Bankoh Corporation	Century Builders Inc
Ace Builders	Aloha State Corporation	Arena Construction Corp	Banner Construction	Certified Construction Inc
Acro Inc/Santa Fe Engineers Inc	Aluminum Shake Roofing	Aristides Construction	Barnette & Associate	Chaiko & Heath Inc
Action Builder	Amber Construction	Armstrong Builders	Nate Barzilay Construction Inc	Larry C L Chan
Aczon Construction	American Cabinetry	Art's Quality Construction	Bateman Construction Inc	Wendell W K Chang
Adon Construction Inc.	American Constructors Hawaii Inc	Artek Contracting Inc	J.W Bates Company	Wendell T P Ching
	American Electric Co Ltd	Kenneth T Asato Contractor	R. Harder Bayly	Chivers Construction
			William B Beard	Henry T F Chong
			Beclar Corporation	Chriscontract Inc
			Behling Inc	Mastrantonio Christensen Ltd
			BEK Inc	City Builders Corporation
			Benz Construction	City Construction Inc
			Gale F Berenge	Civil-Mechanical Contr/L T M Corporation
			Bernard's Building Contracting	Classic Construction
			Best Drywall Construction	Francisco F Clemente
			Besteel Industries	Clements Construction
			Beta Sigma Builder	Co-Ha Builders Inc
			Bezal Inc	Robert J Coble
			Gregg Biemann Corp	Command Corp/Command Construction
			Black Construction Co/B C C Hawaii	Commercial Builders
			E E Black Ltd	Commercial Maint & Construction Co
			Blue Moon Builders	Commercial Sheetmetal Co Inc
			Blue Pacific Construction (Holding)	Community Industries Corporation
			Blue Print Builders Inc	Con-Cor Inc
			Bohnert Mutual	George L Conduis
			Bojim Investments Inc	Conex Inc
			Bomanite of Hawaii	Construction Associates Inc
			Bonded Construction Company Ltd	Construction Concept Inc
			John A Borsa Jr	The Construction Group of Hawaii
			Bower Construction Co	Construction Masters
			Arthur Brickwood & Associates	Construction Plus Inc
			Bridgman Builders	Construction Specialties
			Brikon Masonry Inc	Construction Systems
			Hugh Brown Builders	Construction Unlimited
			Richard Lee Brown	Constructors Hawaii Inc
			Builders Unlimited	Construk Mode Inc
			Building Coordinators	Contractors License Center
			Dwight D Burdick Con	Convenient Home Build
			Burmco Inc	Richard Cooke Construction
			C & K Builders	Cord Construction
				Corinthian Industries

Rolando M Corpuz	Steve Draeger Construction	Francoll Construction Corp	Hale Construction Co	Hoag Construction
Correa & Son Inc	Duarte's Hawaii	Frontier Foundation	Hailey Construction	Hoffman Construction
Cradan Construction	Dura Constructors Inc	Stephen G Fu	Lyle Hamasaki Construction Inc	Harold E Holde
Craft Builders	Duwei Construction	Charles Fujii		Home Construction Consultants Inc
Robert C Crane	Dyne Construction Co Ltd	Thos Fujikawa Painting Co Inc	Han IL Construction	Home Contractors Inc
Creative Construction	E & W Corporation/E & W Roofing Co	R Fujitani Contracting	G Hanzawa Ltd	Home Repairs/dba Doors Inc
Creative Woodwork & Design	E D C O Building & Development	Furuto Enterprises	Stanley Y Haraga	Homeowner Builder
Fred Cripe Contractor dba Affordable	E L B Construction	Mamoru Furuya General Contractor	Hardscapes Hawaii Ltd	Homeowners Design Center
Melvin B Cummins Builders	E M Construction	G & E Builders Ltd	Hardware Hawaii Ltd	Walter Yoshiaki Honda Inc
Custom Homes By J DiCarlo	Eagle Construction Co Ltd	G T K Contracting	Hardy Construction Co	Honolulu Roofing Co Ltd
Cy & Serena Constructor/Cy's Constrn	Mark Eaton Development Ltd	G Y M & Associates	Harmon Constructors	Horita Construction
D & C Construction	Howard M Ebisu	Galaxy Home Improvement Inc	Stuart I Harrington	Horita Contracting & Bldg Supply Ltd
D & D Builders	Douglas D Echiberi	Michael George Ganson	Ernest A Harris	
D & M Contracting Inc	Jose G Edu	Garcia & Wong Construction Inc	W P Hart Inc	John E Homer
D & R Enterprises	Edu-Tech Corporation		James M Harvey	Horpac Construction
D I 2 Inc	Elbert Corporation	Garcia Construction	Haseko Engineering Inc	Howard Construction Inc
D L R Corporation	Eleu Builders Inc	A D Gardner Inc	H Hashimoto Builder	Howard Engineers & Construction
D M A Contracting Inc/Dennet Azuma Contr	Embree Construction	Gatloff Homes	Hattori Construction Co Inc	
D M R Contracting & Painting	Embree Construction/James R. Embree	Gentry Commercial Ltd/Gentry Homes Ltd	Hawaii Builders	Wayne R Hyna Inc
D R D Inc	Emile Construction Co	Gentry-Pacific Ltd	Hawaii Building System	Allan N Iboshi
D S Custom Builders	Enos Enterprises Limited	General Land & Development	Hawaii Custom Development	Ideal Construction Inc
D S M Builder	Epoxy Systems Inc	Gentry Commercial Ltd/Gentry Homes Ltd	Hawaii Designers & Builders	T Igawa Contractor
D's Plumbing Inc/Duarte's Construction	Era Construction	Gentry-Pacific Ltd	Hawaiian Electric Company	Ron Ige Builders Inc
Daimally Homes Ltd	Erik Builders Inc	Gestrich and Associates	Hawaiian Home Builders	Jack Y Iguchi
Dan's Contracting	Ernest Construction	Richard A Girtan Jr	Hawaiian Improvement Corp	T Iida Contracting Ltd
Jeff D Daniel General	Estate Builders	James W Glover Ltd	Hawaiian Isles Constrn Inc	Satoru Iinuma Masonry
Daniels Management	John Estores Inc	Goodwear Construction	Hawaiian Pacific Builders Inc	Ijacic Borko
Robert E Danley	Evergreen Inc	Gotnic Builders Inc	Hawaiian Pacific Maint & Contr Ltd	Ikaika Builders Inc
Darcey Builders Inc	Excel General Contracting Inc.	Goto Construction Inc		Ikaika Builders Service Ltd
David's Construction	The Exterior Design/K G L Inc	Ronald F Goto	Hawaiian Refractories Inc	Ironwood Builders
Dawn Pacific Inc	F & F Inc	Grace Pacific Corporation	Hawthorn Realty Group	Walter M Ishii Contracting
De Jager Construction Inc	F N Construction	Graham Builders Inc	H T Hayashi Contracting Ltd	Harold Y Ishii Contractor Co Inc
Dennis Decosta	F R Construction Co	Greg's Home Specialist	Randy Hayse Contracting	
Tommy DeDonna & Company	Far West Rfg & H M Import Ag Inc	Al Griffin/Thrifty Builders	Hayward Baker Inc	Ralph S Inouye Co Ltd
The Delaney Corporation	Fel Construction	Grinnell Corporation	Hazama Corporation	Inter-Island Builders & Dev Ltd
Delta Construction	Finance Home Builders Ltd	The Ground Construction	HBE Corporation	Intercontinental Res
R.C. Derrick & Son Builders Inc	Finlay Testing Lab	Group Builders Inc	HCI Incorporated	Interesting Interiors
Design Build Inc	First Equipment Corp	Solomon D Guillermo & Sons	HD & C Interiors Ltd	Intergrated Construction
Designer Built System	First General Service	Charles A Gulick Jr	Frank F Heather	Interior Contractors
Diamond Head Plumbing	E Fisher Building Contractors Inc	Gusalino Bros Construction Inc	Karl S Hedberg	Interisland Builders & Devlp Ltd
Dillingham Construction Pacific Ltd	Fisher Development	Gushikuma General Contractor	Hercules Construction Co Inc	
Dino's Construction	Ried C Fisher General Contractor	H & H Builders Inc	Heritage Builders Inc	Ironwood Builders
Diversified Builders	Five C Corporation	H & R Construction Co Inc	Hi Way Transportation & Cont	Walter M Ishii Contracting
Diversified Contracting Inc	Kyle E Flemister Inc	H C Contractors Inc	Hicks Construction Co Inc	Harold Y Ishii Contractor Co Inc
Diversified Plumbing	Fletcher Pacific Construction Co Ltd	H E M Construction Co Inc	Hidano Construction Inc	
Doi Construction Inc	David M Foster	H G N Enterprises	Henry H Hieda	Herbert Y Ishikawa Inc
Dompier Construction	Fox Construction Inc	H M Contractor	Highline Systems	Island Homes Construction
Dong Robert K.S		H R M Construction Consultant Inc	Highway Construction Ltd	Island Pacific Enterprise
		Habitat Inc	Hill Construction Inc	Island Wide Builders
		Charles M Haida	Alan S Hinahara General Construction Inc	Iwamoto Construction
		Haiku Construction Inc	D Hino Construction Inc	S Iwane Inc
		Haitsuka Brothers Ltd	Hiro Builders Inc	J C Builders
			Ho'Ano Inn	J Construction
				J Construction Corp.
				J E Construction Inc

J E R P Builder
J F C Construction
J N Builders
J N S Builders
J R A Construction
J S M Cabinet Shop
J W Inc
J.W Bateson Company
JackFinn Construction
Jackson Construction Ltd
Daniel F. Jackson General
Contractor
Bruce A Jahnke
Jart Construction Co
Jay-Co Builders
Jayer Construction Inc
Jensen & Driscoll/Torben
Jensen
Johiro Brothers Inc
Jeffrey L Johnson dba
The H E Johnson
J A Jones Construction Co
Pascual H Julian
JW Enterprises Inc
K A S Home Builders
K D Construction Inc
K G (Hawaii) Corporation
K T Construction Inc
K V T Inc
Kaco Contracting Co
Jay Kadowaki Inc
Kagami Inc
Kahala Builders
Kaikor Construction Co Inc
Kaimuki Carpenter Shop Inc

Kaimuki Plumbing Co Ltd
Kajima International
Kakaako Millwork Inc
Kalih Construction Corporation
Kalua Construction
K Kamada Contractor
Kamuela Construction
Kan Builders
Kanale Builders
Kaneohe Home Builders
Masaki Kaneshiro Builders
Kapili Construction
Kauhale Builders
K Kawaguchi Construction
Kawaguchi Kiyoshi
Kawelo's Construction
Kawika's Painting
Robert M Kaya Builders Inc
Kealii Builders Inc
James Kealoha
Keawe Construction
Keg Construction & Drywall Inc
James Kellar & Associates
Keneke Roofing Inc
Jerry Kermod Custom
David E Kerr Inc
Raymond D Kevis
Key Construction/A E
Universal
Francis Kidani General
Contractor
Kiewit Pacific Co
A L Kilgo Co
Edward Kim Construction
John Kwang An Kim

Russel P Kim
Kimi Hotels Inc/Hukilau Hotels
James K Kincaid
King Contracting
C. Kinoshita Builder Inc
Paul N Kinoshita Ltd
Kiwi Builders
Kiyota Construction
Kobashigawa Builders
Albert C Kobayashi Inc
Koga Engineering &
Construction Inc
Kokea Construction &
Consultants Inc
Kokea Engineering
Roy S Koki
Thomas W Kolter
Kraus-Anderson Construction
Kuhio Builders Inc
Kulani Construction
Albert Kumabe Builders
Kuro Builders Inc
Tadao Kurosu
Kenneth Kusaka Inc
L T Kuwasaki Inc.
Frank Kwon Home Builders
L K Contractor
L N Home Builders
L S A Construction Inc
L S K Builders
L T M
Corporation/Civil-Mechanical
Contr
LA Finishers
Ladines Construction

Bruce Lagareta Gen
Contractor
Lae Electrical Service Inc
Lanai Company Inc
Land Data & Research
Larry's Contracting Service
Lau Scott B
Lawson Construction
Lease II Inc
Lecorp Construction
Lee Builders Inc
Lee Contractors
Han Chin Lee
Joon C Lee
Leeward Home Builder
Leeward Roofing Company
Leroy's Home Building
Liberty Builders Inc
Life Painting & Decorating
Lindemann Construction Inc
Lite Builders Inc
Lite Construction
Living Enter/Hawaii
Roofing/Akamai Roof
Kin Lo General Contractor
Local Builder
David Lorenz
Lotus Construction
Low Budget Homes
James Lowe Inc
LTO Contractors Inc
Ernest K F Lum Construction
Inc
Ben Lum Construction Ltd
Wayland Lum Construction
Lusk Interiors Inc

Lyden Siding Co Inc
M B Construction
M C Builders Inc
M N Construction
M P Builders
M's Masonry
M.A. Mortenson Company
Mac's Home Improvement Inc
Mac's Home Repair
Macleod Design
Felix Madamba
Madison Industries
Maeda(Hawaii)
Maile Builders & Tradewind
Interiors
Makani Development Co Ltd
Ted W Maly
Manfredi Construction
Manning Construction
Manoa Construction
Maples Corp/Maples
Plumbing Inc
Marc Raycraft Contractor
Marco Hawaii
Constry/Kaimalino Corp
Robert Marcos Inc
Mariano Construction
Mark Development Inc
Masa's Builders
Masonry Inc
Masons of Hawaii Inc
T Matsumoto Contractor
Genichi Mike Matsumura
McCabe Construction
McCarthy Brothers Co
McCoy Kim J

Robert T McFarland
 Jerry W McGuire Contractor
 Robert McGurk General
 Contractor
 Daniel R McGurk
 Robert McMullan & Son
 Mega Construction Inc
 Mega Pacific Company
 Meister Development
 Memorial Construction Co
 A P Menor Construction
 Mepac Services Inc
 Grant W Merritt
 Metro Builders Inc
 Metropolitan Maintenance Inc
 Metropolitan Mortgage
 Michael Ryan Corp
 Michael Strain Builders
 Michioku General Contractor
 Mid Pac Construction
 Mikko Builders
 Mike Young & Co Inc
 Mililani Town Inc
 Ralph K Miller Ltd
 John S Minamishin
 Mission Drywall & Plastering
 Inc
 Mitsunaga Construction Inc
 Mitsunaga Corporation
 Eddie Miyahira Construction
 Melvin Y Miyamura
 James K Miyasaki & Sons Ltd
 Gilbert S Miyasato
 James M Miyashiro
 Miyawaki Construction
 Moana Builders Inc
 Modern Design Build
 Mokihana Builders
 Molina Construction Inc
 H Monma General Contractor
 Inc
 Walker Moody Construction
 Co Ltd
 Mike Moon Construction Inc
 Moon's Construction
 Clark B Morgan Jr
 Morris M Morikawa
 Morrison-Knudsen Co Inc
 Mouse Builders Inc
 Doug Mulford Builders Inc
 Robert P Muller Construction
 Multi Builders Inc
 Muramoto Contracting
 Leslie Muranaka Inc
 Muraoka Contractor
 G Y Murashige Contractor Inc
 G W Murphy Construction Co
 Inc
 Prynce A Mussell
 Mutual Contracting Co
 Mutual Welding Co
 John Myhre Construction
 N & N Contracting
 Nagai U S A Inc
 S Nagamine Contractors Inc
 E. N. Nagao Ltd
 K Nagata Constr Inc/K Nagata
 Ltd
 Andrew H Nagata
 Paul Naito Builder
 Eugene Gene Nakagawa
 L S Nakamoto Bldg & Pntg Inc
 I Nakamoto Contractor
 Yoshimasa Nakamura

Nakano Builders
 Nakano Builders Inc
 K Nakano Contractor
 Edward H Nakashige
 Nalu Construction Inc
 R I Namba Construction Inc
 National Constrm & Mgmt Corp
 National Hazard Control
 New Wave Construction
 Moli S Ngatuvai
 Nick's Construction
 Niking Corporation
 Clarence T Nishi
 T Nishimoto Home Builder
 No Ka Oi Builders
 No Ka Oi R & R Inc
 Noble Construction
 Noguchi Builders Inc
 Nordic Construction Ltd
 North Shore Construction
 Northstar Construction
 Norton Homes Inc
 Peter B Nottage
 Novelty Builders Inc
 Nuesca Bernard C
 O G Hawaii Corporation
 Daniel R O'Brien
 O'Connor Construction
 O'Donnell Construction
 Dan O'Sullivan Construction
 Inc.
 Oahu Air Conditioning Service
 Inc
 Oahu Construction Co Ltd
 Oahu Plumbing & Sheetmetal
 Ltd
 Obayashi Hawaii
 Corp
 Donald T Oberloh
 Ocean House
 Builders
 Ocean Pacific
 Construction
 Oceanic
 Construction Inc
 Norman Odegaard
 Ohta Construction
 Okada Trucking Co
 Ltd
 Harold N Okawa
 Gen Contr
 Okazaki General
 Contractor
 Nobu Okuhara Inc
 Richard F Oliphant
 Olomana Builders
 Inc
 The Robert D Olson
 Corp
 Olympic
 Construction Co
 Ltd
 Omao Contracting
 Onaga General
 Contractor Inc.
 Thomas T Onaga
 Warren K Onaga
 Onipaa
 Development Inc
 Theodore H Onishi
 Edward Y Ono
 Tomokichi Onouye
 Orion Builders
 Harold Oshiro
 Construction

Ryosei Oshiro
 Outrigger Services Inc
 Overseas Construction Inc
 J Owens Building Co
 OWHYHEE Construction
 David Owyang Contractor
 P A M C O Contracting
 P B W Construction Co
 P D C Facilities Inc
 P G Builders
 P H M Construction
 P I Construction
 P K Engineering &
 Construction Inc
 P.C.E.Ltd
 P.M. Construction
 Pacco Ltd
 Pacific Structural & Engrg
 Pacific Counter Top
 Pacific Dynamics Corp
 Pacific Fabrication Ltd
 Pacific Home Builder
 Pacific Interiors
 Pacific Investors Prop Mgmt
 Pacific Line Construction
 Pacific Pole Houses
 Pacific Riggers Ltd
 Pacific Tennis Courts Ltd
 Pacific Termite &
 Fumigation/Xtermco
 Pacific West Builder
 Pan-Pacific Construction Inc
 Charles Pankow Ltd dba
 Paradise Roofing Inc
 James M Park

The Ralph Parsons/Parsons
 Constructors
 James A Patterson
 Grady L Pauley dba Pauley &
 Assoc.Constr
 Peerless Roofing Co Ltd
 Pegasus Construction
 Penta-Ocean Construction
 Per Inc
 Performance Contrast
 Bert W Peterka Jr
 Petersen Builders
 Peterson Fire Protection
 Noel H Pfeiffer Home Repairs
 Earl D Pfeiffer
 Pharoahs Construction
 Phil-Am Contractors
 Phil-Hawaiian Construction
 Gordon R Phillips
 Pierce Construction
 Pinnacle General Contractor
 Pioneer Contracting Co Ltd
 Plumb Level & Square
 Daniel H Pollister
 Pono Builders
 Post Construction
 Power Sweepers of Hawaii Inc
 Power-Seven Construction
 PPC-Tokyu Joint Venture
 Prestige Builders
 Pride Builders
 Prime Construction Inc
 Prime Electric
 Pro/G C Contractors Inc
 Professional Interiors

Projects Plus Inc
 Public Storage Inc
 Punahele Builders
 Dave Purington Building
 Pyramid Construction
 Q M C Corp
 Quality General Inc/Quality
 Masons Inc
 Quality Pacific Ltd
 Quemado Builders
 R & C Builders
 R & D Contractors
 R & S Plumbing Inc
 R A Builders
 R A C Builders
 R A U Construction
 R B Construction
 R H B Contracting
 R H Construction Inc
 R I A Interior
 R J J B Contracting Inc
 R L Construction Co
 R L D Engineering & Company
 R M C Contractors
 R S B Construction
 R T & M K Associates
 R T Construction Inc
 R V Custum Builders
 Rainbow Builders
 Ram Corporation
 Ray's Wiring Service Inc
 Raynor Pacific Overnight
 RCM Construction Corp
 Redwood Construction
 Reedsdesign Builders Inc

Reef Dev of Hawaii Inc
Regal Construction
Frederick G. Rehm III
Carl Reinhardt
Assoc/A-Frame Industries
Remod Builders
Residential Improvement
Retail Construction
RHC Inc.
Richardson Construction
Riteway Builders Inc
Ritter Home Improvement
Romeo's Construction
Ron's Home Improvement
Rons Construction Corp
Rovens/Tanaka Contractors
Inc
Royal Contracting Co Ltd
Royal Palm Construction
RRR Construction
S & G Construction
S B Contracting
S C Pacific Corp
S D C Management
Inc/Historic Properties
S M G Inc
S N M Builders
Safety Eqpm't & Sign
Co/Unisign Systems
J M Saito Contracting Inc
George G Saito Gen
Contractor
Takeshi Sakai
S & M Sakamoto Inc
Lincoln Sakata
Sal Construction
Salta Construction Inc
Samante Tommy B.
Santa Fe Engineers Inc/Acro
Inc
Shawn Santos Construction
Sawai Bros Painting Co Inc
R P Scholz Consultant Inc
John Scimeca
Scott Co Industrial Contractor
Sears Roebuck & Co
Roger D Seibel
Dan Serrao Builders
Service Mortgage Co./dba
Lusk Hawaii Bld
Shatz Construction Inc
Inc. Shelton Contracting
Shibata Contracting
Toshio Shiihara
Shima General Contractor
Roy S Shimabukuro
Shimizu Corporation
Mitsuo Shimizu Inc
Frederick K Shimote
Alan Shintani Inc
Shinwa Construction Co
K & R Shioi Builders Inc
K Shioi Construction Inc
Shipley Associates Inc/Royco
Plumbing
Shiraki General Contractor
Shobu's Refrigeration
Shodai & Son General
Contr/Glass Tinting
B F Simon Development Co
Sinclair Builders
Skylights of Hawaii Inc
Slenk's Builders
The Solaray Corporation

Soldat Construction
Marcelo O Soliven
Solomon & Sons
Masa Sonoda General
Contractor
Cliff J S Soon
Lawrence P Soppa
Sopray Inc
George Soranaka General
Contractor
Spada Builders Inc
Speclinear Hawaii
Speece Construction
Speedmaster Inc
Ray L Spickler Sr
Stan's Contracting Inc
State Construction
Steeltech Inc
Steinke Brothers Inc
William A Stricklin
Boyd L Strissel
Michal M Stroup
Structural Dynamics Inc
Stanley S Sugimoto
Contractors
Richard Y Sugimura Inc
M Sumida General Contractor
Summit Construction Inc
Sundt Corporation
Sunrider Construction
Company
Sunrise Builders Inc
Sunset Services
Super Finish
The Sussex Company Inc
Ted Susu-Mago Contractor
J. Sutton Construction
Arthur Suzui General
Contractor Inc
Swinerton & Walber Co
Carmen Sylvester/Cardel
Constr Co
Syntax Contractor
Systems Resources Inc
T & T Builders
T & W Construction Inc
T C Builders Inc
T D Builders
T K K Contractor
T R Company
T R M Builders
T S M Enterprises Inc
Taisei Hawaii Corporation
Tsugio Takahashi Gen
Contractor
Takamori Inc. L K
G M Takara Contractor
Takashimaya Pacific
Bruce A Takayama
Takenaka
International(USA)Ltd
Thomas Takeshita & Sons Inc
Mason T Takeshita
R M Takeuchi Inc
Richard M Takeyama
George N Takishita
Theodore B Talbert
J Tamashiro Inc
Tanabe General Contractor
Shinya Tanaka Construction
H Tanji Contracting
Robert Y Tanoue General
Contractor
Esteban T Tapat Jr

TD Builders
Techno Engr & Constr Ltd
Telos Construction Inc
Paul T Tengelsen
The Tern Corporation
Teval Corp
Harvey A Teves
Thal Construction
The Specialty Addition
Thompson Construction
Corporation
Cary Thornton & Company
Thrifty Builders & Constr Co
Toda Corporation
Tokai USA Inc
Ken Tokunaga Contractor
Tokunaga Masonry Inc
Tolentino Builders
Charles K Y Tom Contractor
Richard K W Tom Inc
Tom's Carpentry
Patrick Y S Tom
Dan Toma Builders Inc
Tommy S Toma Contractor Inc
Robert S. Toma General
Contracting dba
Tommy D & Company
Hideo Tomoyasu
Jerry C M Tong
Tory's Roofing &
Waterproofing
Total Development Inc
Touchstone Textiles
Tower Construction Inc
Tower Structures Inc
Town & Country Builders
Towne Realty of Hawaii Inc
Alvin K Toyama
Roy Toyota Contractors Inc
Tracy's Contracting Inc.
Transcend Inc
Triple "E" Construction Inc
Triple T Builders Inc
Tropical Industries Corp
Tropical Vinyl Siding Supply
Corp
Trousedale Construction Co Ltd
Thos Tsukamoto General
Contractor Inc
Tsumoto Development Corp
Melvin S Tsuneda
U F Builders
Uadco Inc
United Gen Construction
Universal Construction Inc
Universal Medical Building
Urban Builders Ltd
V I Project Services
V S L Corporation
Valdez Electric Inc
Ross R Valdez
Fred Vandersande
Delano J Venzon
Verblen Construction
Victory Builders
Virgilio V Viemes
VikingCraft Inc
Von Blackenburg Contractor
Voorhees International Inc
W K H Corporation
W T Y Oahu Inc
Wahiawa Builders Inc
Wahine Builders
Raymond K Wai dba

Waihona Builders Ltd
Waipio Builders Inc
Mark R Walker
Wallace Construction
Wallpaper Hawaii Ltd
Waltz Engineering Inc
Victoria Ward Ltd
Joseph Wasco III
Chuck Watson Ltd
Weitzul Construction
BH Weiker Co
Wes's Contracting
Western Engineering Inc
Western Pacific Contractor
Terrence R White
James R Wiedman
Williams Contracting Inc
Windom Construction
Wisdom Builders Inc
Wonderland Homes Inc
Wong Barry M.
Wong Construction
Woo's Contracting Co
Wright Schuchart Inc/Howard
S Wright Con
Y and L Contracting
Y Builders
Pepito I Yagyan
T Yamada Contracting Inc
Yamada's Plumbing & Repair
Inc
Raymond Y Yamada
Joseph Y Yamaji
Atom G Yamaki
Robert S Yamamoto
Contractor Inc
P & L Yamamoto
Arnold M Yamane Gen Contr
H Yamasaki Contracting/M &
H Contractor
Ed Yamashiro Inc
Harry T Yanagihara Inc
Yashima Construction
Stephen E Yett Inc
Robert R Yocom
H Yokota Inc
E T Yonemura General
Charles Yoo Construction
W T Yoshimoto Corporation/W
T Y Oahu Inc
K Yoshimura Construction
Charles E Yoshimura
Roy K Yoshimura
Young's Contracting
Danny Yuen General
Contractor
Ok Chung Yun Contractor
Z S H Builders

HAWAII

A B C Interiors
Ackles, Joseph D
Acosta Construction
Ah Sing Contractor, Michael
Aickin Inc, Peter M
Alcain Construction
Alpha-Omega Gen
Contract/Oshiro Masonry
Aluminum & Glass Center
American Pacific
Construction/O N S Inc
Anderson, Thomas L
Archangel Design &
Construction Co

Arima, Reginald R
Askew Construction, Ken
Au Jr Contractor, William R
B & B Construction Inc
B C Construction Inc dba
B R K Construction
Ballinger, David E
Banker General Contr Inc, G T
Barton Construction
Barton Construction Co, Frank
Beery Construction Co Inc
Belden Builders/West Hawaii
Development
Bellman, John V
Bennett Builders
Bennett Construction Co Inc
Berdon Contractor, George
Bergen Construction, Gary
Big Island Inspection Service
Ltd
Big Isle Construction Co Inc
Blanco Investments/H K
Construction Co.
Bland, Gregory F
Blyth Construction, Barry K.
Bodell Construction Co
Bolton Inc
Boyl, Stephen
Bray, Robert R
Brothers Enterprises
Brown Construction
Brown, Kyle
C & S Construction
C A S Ltd
C F F C Construction
C W D Construction &
Equipment
Campbell Building &
Construction
Cannon Construction, Duane
G
Capri General Contractor,
Gary L
Carter Construction.
Carter, Ronald L
Casper Development Co
Central Pacific Glass Inc
Champlin Construction Co Inc
Ching, Herbert J
Clever Construction
Coddington General
Contractor, Gary L
Coleman, Thomas E
Concept Construction
Construction West Inc
Constructive Builder
Cordes, Carl H
Costello, Richard T
Crescent Construction Corp
Crisafi Construction, M
Crook, Edward E
Crudele of Hawaii
Crusat Construction
Custom Homes By Mr L
D G L Construction Co
D S & F Construction
Dakujaku General Contractor,
Robert E
Daley Builders
Daniell Construction
Davidson Construction
DeBernardi Construction,
William
DeCambrá, Fentiman F

DeCosta Homes Hawaii
 DeMello & Sons Construction
 DeWolf, Delbert C
 Deacon Construction
 Delaunay Construction
 Delfin Contracting
 Detwiler Construction Co
 Dixon Construction Co Inc
 Downing General Contractor,
 D L
 Duralith Products
 Dynasty Metal System Inc
 E & W Development
 Eastwood Construction Inc
 Ecklund, Daniel A
 Edwards Construction Co Inc,
 John
 Egbert Construction
 Egusa Contracting
 Ellis Construction Co
 Enjon Enterprises
 Every, Benjamin W
 Fagan's Universal Creations
 Fair Contracting Company Ltd
 Farias, William P
 Ferreira Homes Hawaii
 Fessenden, Richard
 Flash Electric
 Floral Construction &
 Development Co
 Flying Hammers Construction
 Inc
 Forster, John S
 Frack, Daniel J
 Franz Contracting
 Frasure, Ray E
 Fukunaga Construction
 Fulmer, Ross E
 G S D Hawaii
 Gaffney Enterprises Inc
 Gagnon Construction, Greg
 Gannon, James P
 Garrison Construction
 Giles Construction Co
 Gilliard, Thomas C
 Giraud, Frank W
 Granahan Construction Co.
 Great Western Constr/HI
 Tribune Herald
 Greenspan Construction
 Gregory Assoc, John
 H K Construction Company
 H T S Company/Hilo Town
 Serv/Island Secu
 HI Tribune Herald/Great
 Western Constr
 Hahn, Richard C
 Hall Construction, D K
 Hall Construction, William
 Hamakua Builders
 Hamasaki, Clement T
 Hamilton General Contractor,
 W R
 Hamilton, Ted
 Hansen Construction
 Hansen, Bruce A
 Hanson General Contractor,
 M G
 Harada Contr Inc, H
 Haraguchi Contracting Inc., S
 & A
 Harkins Construction
 Harmony Builders
 Hashimoto, Shiro

Hathaway, Terry L
 Hauoli Builders
 Hawaii Commercial Co
 Hawaii Quality Builders
 Hawaiian Structures Inc
 Heard, Joseph E
 Henry Construction, R F
 Higa, Edward H
 Hilo Builders Inc
 Hilo Construction Inc
 Hilo Town Services/H T S
 Co/Island Secur
 Hirata, Harold H
 Ho'ohana A Hoa/Ho'ohana Inc
 Hodgson, Lew A
 Hook Inc
 Hooser, Donald R
 Hovden, Gary J
 Hukilau Construction
 Hustace, Bruce M
 I L G Enterprises
 Hawaii Inc
 Ingalls Construction
 Interior Trends
 Iokepa Construction
 Ironwood Pacific
 Construction Inc
 Isemoto Contracting
 Co Ltd
 Ishii General
 Contractor, C & H
 Ishii, James U
 Ishimaru, Tamekichi
 Island Security
 Bld/H T S Co/Hilo
 Town S
 Iwashita, Masami
 J D D Builders
 J O Inc dba Pacific
 Overhead Door Co
 Jenner General
 Contractor, Bob
 Jet Builders
 Jimmy's Woodwork
 and Construction
 John's Home
 Improvement
 Johnson
 Construction,
 Keith E
 K B Enterprises
 K W Construction
 Kaide, Sidney
 Kamimura, Ricky M
 Kan Contracting, R
 Kaneo, Robert H
 Kaneshiro & Sons
 Inc, L
 Kavana Homes Inc
 Kawaihae Millwork
 Inc
 Keahiolalo
 Construction Inc,
 Ted
 Keauhou Kona
 Resort Co
 Keller, Gary L
 Keopu Designs & Co
 Kikai Construction
 Co
 Kobayashi Builders,
 G
 Kohala Builders Inc
 Kohala Homes dba

Kona General Drafting
 Services
 Kove Construction Co
 Kuakini Kona Ltd
 Kurihara Inc, Larry Y
 Kusano, Daniel M
 L M Builders
 L' Eplattienier, Alfred
 Lair Construction
 Lake Construction
 Lam & Associates Inc, Guy
 Lathrop Construction
 Latitude Twenty Constrn
 Corporation
 Lautner Construction, Scott
 Ledson Construction
 Lee Construction, Mark E

Lee Jr General Contractor,
 Robert E
 Levine, Mel R
 Liberty Construction Inc
 Limberg Construction
 Lindsey Construction, Glenn
 Lineage Homes
 Long Painting Co
 Luera's Custom Construction
 Luke & Sons, James H
 Lum Jr, Elmer Ah Chew
 Lum, Robin K L
 Lynch, Michael F
 M & M Economy Building
 M C J Construction
 Macadam Construction

Mahony, Dawson T
 Main Company Inc, The
 Mana Builders
 Manta Enterprises
 Maryl Development Inc
 Mathison Construction
 Matsuo Contracting Inc, K
 Matsuyama Constrn/Clyde
 Matsuyama Co
 Mauna Kea Homes Inc
 McMurray Construction
 Mello Plumbing Co
 Merk & Associates Inc Gen
 Contractor, J E
 Metcalf Construction
 Midsea Big Island Construction
 Miles Enterprises, James E

Millar, James N
 Miura Contracting, E
 Miyamura, Takeyuki
 Mizoshiri, Glenn T
 Mobley Construction/The
 Mobley Corp
 Mokuleia Building S E
 Monarch Builders Ltd
 Moore, Ernest R
 Moore, T P
 Morigawara & Company, Y
 Morris Construction, David E
 Mugford, Patrick M
 Murphy Bld/W C M Builders,
 William C
 Murphy II, George Wesley
 N F P Construction
 Naka Builders
 Nakamoto Concrete &
 Masonry
 Neilsen Construction, David C
 Nemo Corporation dba Kohala
 Homes
 O'Friel, Michael
 O'Neil's Contracting
 Ohara, Alexander M
 Okano, David M
 Okano, Tom T
 Oschner Builders
 Oshiro Masonry/Alpha-Omega
 Gen Contr
 Ostiguy, Norman H
 PMG BUILDERS
 Pace Maker Inc
 Pacheco, Ronald
 Pacific Drywall Inc
 Pacific Horizon Build
 Pacific Land Company
 Panaewa Homes Inc
 Paradise Builders Inc
 Paradise Construction Co
 Parker, Steven C
 Patton General Contractor,
 Bud
 Paul's Construction Inc
 Peck Construction Company
 Peini-Rumley, James C
 Pelfrey General, Rex
 Pellegrine Company, Robert J
 Perez Construction
 Peterson Construction
 Plants Inc
 Possibilities Unlimited
 Pyne Construction
 Quality Builders Inc
 Queen Construction
 R & R Construction
 R F Construction Co
 R K Builders Inc
 R L Drywall Service
 R S Construction Inc
 R W Construction
 Racine & Associates
 Rainbow Builders
 Reid and Associates Inc,
 Randy
 Rhodes Construction Ltd, R B
 Riley General Contractor Inc,
 R D
 Rinkenbach, Keven H
 Roberts Construction
 Rondels Inc
 Roper, Glen A
 Rosenbaum Construction

Royer Construction & Design,
 Ralph C
 Rumley, Ronald M
 Ryan Construction, Gregory J
 S & D Construction
 S & R Construction
 S & S Cabinets
 S C Builders Inc
 S S Y Contracting
 Sako Contracting, Yoshio
 Sanborn, George N
 Schilling Construction dba
 Schipper, Paul
 Scot T Design Inc
 Seatech Contracting
 Security Builders Inc
 Sekomoto Contracting, L
 Shimizu, Raymond Y
 Shimizu, Ronald M
 Shiroyama, Kiyoso
 Sierra Management
 Silver, Thomas Hill
 Singleton, Dana S
 Skeele Corporation
 Smith Bros Salvage Inc
 Smith Construction Inc, Larry
 R
 Smith-Pacific Corp
 Snow Construction
 Sokach General, Michael
 Sonomura Contracting Co, M
 Southlake Construction
 Space Options Inc
 Springer, Brad B
 Starbird Construction
 Starbird Construction Inc
 Steel Fabrication Hawaii
 Structural Contracting Inc
 Sumiki, Kaname
 Sundseth Builders
 Sus Carpentry Service
 Swan Company
 Systems & Methods Co
 T Carpets
 T E C H
 T H Contractor
 Taguma General Contractor,
 Sam
 Takamoto, Tokio
 Tanaka Contracting, Isao
 Tanaka, Isaac M
 Taniguchi General Contractor,
 Jerry S
 Taniyama, Alan
 Taniyama, Yoshimi
 Tanner Construction Inc
 Tashima General Contractor,
 Paul
 Tatsutani General, Shuji
 Taylor-Built Construction Co
 Territorial Builders
 Thomas Construction
 Tiki Construction
 Tom's Plumbing
 Totah, John E
 Towne Realty of Hawaii Inc
 Trabert Construction
 Trans Pacific Contracting &
 Design Ltd
 Trans-Pacific Coating
 Tully Gen Con, Jim
 Turnbull Co Inc, Clayton
 Uchimura, Glenn M
 Umeda, Richard

Umikoa Construction Co
 Underwood Construction Co
 Unlimited Interiors
 Vics Homes
 Vision Builders
 Vogelgesang, Douglas
 W C M Builders/William C
 Murphy Bldr
 W I T Construction
 Waltjen, Kenneth
 Watkins, Randy E
 Weisz, Cecil
 West Hawaii Development
 White Sands Construction
 Whitley Construction
 Willocks Construction Corp
 Woodbury, Michael L
 Y H Contractor
 Yama's General Contractor
 Yoichi Construction Company
 Inc
 Yoshina Contractor, S
 Yoshioka Gen Con, Fumio
 Young Construction, David
 Ishii General Contr Inc, C & H

MAUI

A & B Properties Inc
 A A A A A Rent-A-Space
 A A A Roofing Co Inc
 A F B Construction Inc
 A N L Construction
 Aarons Construction Co
 Ace Construction/Kapa
 Dwellings
 Acob Contracting, Perry G
 Acob, Jose G
 Akinaka Construction
 Akre Contractor, Ron
 Akuakahi Builders
 Albright Custom Pools Ltd
 Amersteel Hawaii Inc
 Anthony Construction
 Applegate, Charles V
 Applicators Unlimited
 Arisumi Brothers Inc
 Arita/Poulson General
 Contracting
 Armour Construction Co
 Aspen Group Inc
 Badua Contra/Badua
 Elec/Badua Plumb, A
 Balch Enterprises, S E
 Barmor Pacific
 Barrera General Contractor,
 Randall R
 Bates, Michael D
 Beagle, Paul L
 Beauchamp, Mark S
 Benson Builder, Phil
 Bentley, Ronald R
 Bird Builders
 Blair Pacific Builders
 Blazic, Louis L
 Bolster, Daniel R
 Boskoff, Wallace G
 Braun Jr, Albert C
 Budget Builders Inc
 Byrd Construction, Robert L
 C M C Construction
 C M Construction
 Cahill Construction
 Campbell Homes

Carpenter Ray/Ray Kashinski
 Constr
 Carter Construction
 Casil Builders
 Cedar Homes Construction
 Central Masonry
 Cherokee Enterprises/Jim
 Whitehead Const
 Christianson, Allen D
 Clark Construction
 Clift, Jon L
 Colt Construction, James W
 Consolidated Builder
 Cook, William C
 Cool Breeze Constr/R W
 Olson Constr
 Corinthian Marble Inc
 Cornerstone Construction
 Corpuz Builder, A B
 Covic Construction Co Inc
 Crawford, Scott N
 Cremer Construction
 Crown Construction
 Crozier Corp, Patrick
 Cunningham, Gailard L
 D J Construction
 D N L Construction Inc
 Dangler Construction
 Daniels Construction, Steve
 De Foe, Robert F
 Despins General Construction
 Inc
 Devcor Enterprises Inc
 Diamond Construction
 Dilloway Construction
 Dixon Homes
 Dixon Inc, Jack
 Dobrovich General Contractor
 Double J Construction Inc
 Douglas Pacific
 DuJardin-Fowler Construction
 Dugied, Jacky R
 E C Construction Inc
 E S K Contracting
 East Maui Construction
 Elf Construction, Roy
 Elima Engineering/H N J 2 Inc
 Erickson Builders
 F & M Contractors Inc
 F & M Interiors Inc/F & M Plbg
 & Sheet
 Farrington Construction
 Ferreira, Paul S
 Flemming Builder, David A
 Fong Construction Co Ltd
 Foronda, Rolando R
 Fritz Construction, Walter
 Fry Custom Build, Jef
 Frychel, Horst
 Fuku Construction Inc
 Fuller Construction
 Fullmoon Construction
 G A Construction Inc
 Gaffey Construction
 Garcia Construction
 Gerry Construction, Don
 Gerry, Michael S
 Gibo, Calvin S
 Gillies, Robert G
 Gold Coast Construction
 Gomes Builders Inc/Hawaii
 Fence Company
 Graham-Con & Associates
 Grahamco

Grashuis Builders Inc
 Graydon, Dan E
 Greater Pacific Construction
 Green, Paul F
 Griffith Builders Inc/Waimea
 Constr
 Grond, Konrad
 H N J 2 Inc/Eliima Engineering
 Haiku Farms-Nursery &
 Landscape Co
 Hale Alii Builders Ltd
 Hall, Randall R
 Halvorson Inc, Kent E
 Hammerhead Construction
 Corp
 Hapa Construction, G
 Hartley Construction
 Harvey General Contractor,
 Mark
 Hawaii Building Contractors Inc
 Hawaii Roof/Akamai
 Roofing/Living Enter
 Hawaiian Custom Homes
 Hiroshi Azekaction
 Holmes Construction
 Hope, Dean R
 Horizon Construction
 Horton General, C W
 Howard, Stephen L
 Hunt, Kirk W
 Ige Construction Inc, E T
 Ironwood Development Inc
 J B Masonry
 J D H Limited
 J M Construction/Johnny's
 Plumbing
 Jahner, Richard
 Joe's Contracting
 Johnny's Plumbing/J M
 Construction
 Johnson, Donald B
 Kahului Trucking & Storage Inc
 Kaloa Building & Restoration
 Kanegai Builders
 Kapa Dwellings/Ace
 Construction
 Karleen Building, Rick
 Karleen Construction, Don
 Kashinski
 Construction/Carpenter
 Ray, Ray
 Kealoha Construction
 Kean Construction, John M
 Keele Construction
 Kellow Builders
 Kihei Electric & General
 Contractor
 King Construction
 King Construction Inc, Stephen
 Kinross Masonry
 Kirchmeyer Construction, Ken
 Kohala Construction
 Kysar Constr/The Tenant
 Improve, Mitch
 Lampitoc Construction
 Land & Construction
 Company Inc
 Land Sea Engineering
 Construction Inc
 Lee's Contracting
 Len-Con
 Lindsey Building & Co
 Lingo Construction Inc
 Lokelani Construction Co Inc
 M & R Services

M K Contracting
 Manuel & Son Co, Fred
 Mario Construction
 Martin, Thomas A
 Matrix Construction
 Maui Acoustic & Drywall Co
 Inc
 Maui Builders Inc
 Maui Koa Connection
 Maui Master Builders
 Maui Structures Inc
 Mauka Electric Company Inc
 McIntire Homes
 McKinnon, Charles S
 McKuhen, Stephen R
 McLemore, James S
 Mel's Welding Service Inc
 Merrick Construction
 Mishler, Kenneth P.
 Mitsumura Builder Co
 Miyahira Bldg Contractor Inc, K
 Moe, David J
 Mondello Inc
 Moore, Christopher R
 Moore, Michael P
 Multicraft
 N K H Construction Inc
 Na Pali Construction Inc
 Nakashima, Clarence S
 Nevius, George M
 Nielsen Construction
 Norcross, John D
 North Pacific Inc
 Norton, Ray E
 Nunokawa, Scott
 Nye, Timothy J
 O F P/Azimuth Builders
 Oda, Norman K
 Olson Constr/Cool Breeze
 Constr, R W
 Orr Construction Inc, Lance
 Otani, Roy A
 P C C Ltd
 Pacific Island Homes
 Pacific Isle Construction
 Pacific Truss Co/Scott
 McDonald Constr
 Paradise Electric
 Pasion Contracting
 Pau Pono Construction Inc
 Pico Cesspool Digging, David
 Pinedo Construction, John
 Platt, Carter R
 Polynesian Pole Home
 Poulsen, Robert G
 Pulido Contracting
 R C L Contracting
 Rex Construction Inc
 Roth Construction, Donald A
 Sandi, Steven J
 Service, James J
 Sharp Contractor, David L
 Shim's Enterprises

Shimizu & Sons Construction
 Inc
 Shimizu, Robert K
 Shore Construction
 Sides Construction, William
 Silversword Contract
 Sinenci's Contracting, dba
 Smith Cont, James D
 Smith III, Dudley K
 Spectra International
 Spencer General Contractor,
 Jesse E
 Stoddler Construction, Dave
 Stoner Jr, Clarence E
 Stubbs, James E
 Suda Construction & Mason
 Inc
 Sullivan, Terrance M
 Surf Construction dba
 T & S Building Consultant
 T M C General Contracting
 Tabbal Contractor, Rudy
 Tajiri Contractor
 Takumi Group Ltd
 Tamayo Construction
 Ting III, Allen Y
 Tokunaga, Daniel Y
 Travers Construction
 Trizon Corp
 Troxel Bros Development
 V's Electric
 Valencia, Orly
 Valley Isle Contracting
 Ventura Construction
 Viking Construction
 Vinoray Contractor
 Vinoray, Osmerio R
 Waiakoa Builders
 Wailea Construction
 Waimea Construction/Griffith
 Builders Inc
 Ward Building Contractor Inc,
 James G
 Ward Construction & Masonry
 Ware A Construction
 Wark Pacific Construction
 Welker Co, B H
 Welker, David T
 Westside Construction Inc
 White Construction Inc
 White General Co, Jay White
 Whitehead Constr/Cherokee
 Enterpr, Jim
 Williams, David L
 Withers International
 Wolfram, William C
 Wuthrich & Ellis Inc
 Yellow Macaw Construction
 Yokoyama Bldg Cont Inc,
 Japo I
 Zoe Builders
 Zoll, Chester J

MOLOKAI

Borges Inc, A & M

LANAI

Construction Molokai
 Friendly Isle Cont & Equip Inc
 Leong, Timmy
 Swenson Construction and
 Real Estate

KAUAI

Ace Builders
 Agcaoili & Son Partner
 Aguilana Construction
 Aina Ola Inc
 Alexander Construction
 Almazan, Dionisio M
 Amini Co.
 Asai, Daniel
 Azeka, Hiroshi
 B & P Construction
 B C O Inc
 B Z Building Inc
 Bay Pacific Inc
 Bergholz Construction, John S
 Beta Pacific Inc
 Better Builders
 Binder, Kenneth F
 Blackwell Inc, Brian W
 Block, Leonard
 Boldt, James P
 Bonar Construction
 Boskoff General Contractor,
 Kenneth G
 Boyd Builders
 Bronco Construction
 Brower Construction
 Bueno, Gregorio
 Built Environment Ar
 Butler & Associates, Robert W
 C & L Construction
 C W D Construction
 Callahan Construction Inc
 Cacagas, Florentino B
 Carpenter Craft Construction
 dba
 Castilejos, Herman
 Centerline Construction
 Ceria Construction, M
 Cherry Construction
 Consolidated Corp, The
 Cosbey Construction
 Daniel Construction Inc
 DeSilva Construction Inc
 Deal Contractors, Matt
 Deppe, Ardel H
 Ding's Construction
 Dominion Power Inc
 Dow Construction, Phil
 Dyck, David
 Dye General Contractor,
 Martin L
 Edwards, James P

Eirhart Construction
 F & H Construction
 Famous Framers Construction
 Fischer Construction
 Foster Construction, L L
 Fox, Stephen H
 Fubar Contracting Inc
 Fuller & Family, Jim
 Fuller Construction, S M
 Grove Farm Co Inc
 Hammack, Gary C
 Hanalei Management
 Harder, Richard
 Harmony Construction
 Hassell General Contractor,
 Jeff
 Hawaii Insulation
 Hefer, John C Y
 Hiranaka Builders Inc
 Horita, Norman M
 Iida, Daniel K
 Inter-Island Contractors Ltd
 Ioli, Anthony R
 Island Homes Construction
 Itamura, Raymond K
 Ito, Gerald F
 J & N Construction
 Jacquart, Walter R
 Jenkins, John A
 Jeremiah and the Sons
 Contractors
 Jewell, Robert W
 Kaha Lani
 Kahili Builders
 Kakuda Construction Inc
 Karleen Construction
 Kauai Builders Ltd
 Kauai Ohana Homes
 Kauai Pacific Group Inc
 Kauai Welding Inc
 Kauai's Remodel & General
 Construction
 Kekaha Sugar Company Ltd
 Kikiola Land Co Ltd
 Kinnaman Construction
 Kirkpatrick Construction Inc
 Koetje, Joel T
 Kokua Construction
 Kouchi Construction
 Law Inc, Curtis E
 Leemo Construction
 Long, Gary R
 Lopes Jr General Contractor,
 Frank
 Luminous Construction
 Lymco Builders
 Marshall Construction, Bob
 Martin Steel Construction
 McCluskey Jr, Joed
 McKnight, Thomas A
 Melchor & Associates
 Melchor, Tony B
 Mendes General Contracting
 Meneshune Inc, The

Metzler Contracting Co
 Milke Construction
 Mohler Construction, Mark
 Mosher Construction, Michael
 Murakoa, Leighton T
 Murata, Elmer S
 N L S Associates
 Nakamura, Wayne
 Nakazawa Construction
 Nature Corporation, The
 Ohana Builders
 Olin Builders
 P H Construction Inc
 Pacific Coast Construction
 Pacific Island Builders
 Pacific Tradewinds Co
 Peter M Aickin Inc
 Petro Construction
 Plant Contractors Inc
 Poppin Construction, N J
 Primatich Construction
 Pullano Construction
 R Electric Inc
 R R Construction
 Rapozo, Russell J
 Reardon, John W
 Robson, Peter Q
 Rowe Builders
 Sanchez Contracting, William
 Sandcastle Construction Inc
 Schmidt Construction, C.
 Shiira Gen Cont Inc, Albert S
 Simpson Construction Co
 Softren General Contractor,
 Luis F
 South Shore Builders
 Souza & Sons, Robert
 Souza, Russell A
 Suga, Daniel I
 Sugimura, Wallace M
 Taba, G S
 Takatsuki Construction
 Services, Roy
 Tamashiro, Kenneth
 Tousignant & Tousignant Ltd
 Unlimited Construction
 Vann, Connie
 Ventura Construction Co, G
 Waimea Garage Limited
 Watanabe Inc, Archie
 Weir, Randall S
 Welles, Douglas H
 Wells Custom Homes Inc,
 Terry
 West & Son Construction Co,
 A J
 Yorkman, Wesley R K
 Yost Enterprises Inc
 Zollinger General Contractor,
 Carl G.

General Engineering Contractors

OAHU

- A & B Properties Inc
A & L Underground Inc
A & P Wallpapering Co Inc
A B B Power Generation
A C Construction Inc
A K L Co
Abhe & Svoboda Inc
Abraham Construction Inc
Abrego Inc
Adon Construction Inc.
Paul Akiona Contractor
Moses Akiona Ltd
All Star Development
Grandison G Allen
Allied Pacific Company
Aloha State Corporation
Amazon Construction Co Inc
American Divers Inc
American Electric Co Ltd
American Golf Course
American Piping & Bo/E E
Black Ltd
Ameron Inc/Ameron H C & D
Anderson Pacific Inc
Aqua Enterprises Inc
Aquastructures Inter
Walter Y Arakaki Gen Contr
Aristides Construction
Asian Builders & Lan
Associated Technical
Guy F Atkinson Company
Au's Plbg & Mtl Works/Hi
Hotel & Restnt
Automated Ice System
Axis Construction Inc
B & H Equipment Inc
B C C Hawaii/Black
Construction Co
B C I General Contractor
Babcock & Wilcox Contractors
Ball Ball And Bromar Inc
Bateman Construction Inc
William B Beard
Black Construction Co/B C C
Hawaii
E E Black Ltd
Bohnert Mutual
C B I Services Inc
C C Engineering &
Construction Inc
C M T Hawaii Ltd
Central Construction Inc
Wendell W K Chang
Civil-Mechanical Contr/L T M
Corporation
Close Electric Inc
Frank Coluccio Construction
Co
Combustion Engineering
Construction Associates Inc
Construction Plus Inc
Construction Systems
Constructors Hawaii Inc
Continental/Mecon Jo
Custodis-Cottrell Inc
D & C Construction
D F Builder Corp
- D M A Contracting Inc/Dennet
Azuma Contr
Dearing & Associates
Delta Construction
Dillingham Construction
Pacific Ltd
Diversified Plumbing
Amante M Domingo Contractor
Doonwood Engineering Inc
Dutra Construction Co
Dye Construction
Dyne Construction Co Ltd
Ebasco Constructors Inc
Entech Technology Inc
Ewa Construction Co
Finance Realty Co Ltd
Finlay Testing Lab
First Equipment Corp
Five C Corporation
Flakt Inc
Fletcher Pacific Construction
Co Ltd
Anastacio C Formoso
Francoli Construction Corp
Frontier-Kemper Construction
The Fuel Oil Polishing
Ganzer Brothers Inc
Richard A Girtton Jr
Global Specialty Construction
James W Glover Ltd
Golf Course Consultanta Inc
Grace Pacific Corporation
Granite Construction
Great Plains Pipeline
Group Builders Inc
The Gunco Inc/The Gunite
Company
Gusalino Bros Construction Inc
H E M Construction Co Inc
H G N Enterprises
H M T Tank Service/H M T Inc
Haitsuka Brothers Ltd
Halliburton Company
Hanging Lake Joint Venture
Harding Construction
Hardscapes Hawaii Ltd
Hardy Construction Co
Ernest A Harris
Haseko Engineering Inc
Hawaii Builders
Hawaiian Electric Company
Hayward Baker Inc
HCI Incorporated
Tibbits Healy Builders
Heide & Cook Ltd
Hercules Construction Co Inc
Hi Way Transportation & Cont
Highway Construction Ltd
Hoag Construction
Hoffman Construction
Honolulu Resource Recovery
Honolulu Subway Construction
Howard Engineers &
Construction
Allan N Iboshi
Ideal Construction Inc
T Iida Contracting Ltd
Industrial Railways
Ralph S Inouye Co Ltd
- Intercontinental Res
Integrated Construction
Iwamoto Construction
J F Shea Co Inc
Jayer Construction Inc
The H E Johnson
J A Jones Construction Co
K & K Oahu Inc
K G (Hawaii) Corporation
K H Engineering Hawaii
K V T Inc
Kagami Inc
Kaikor Construction Co Inc
Kasler Corporation
Keawe Construction
Kiewit Pacific Co
John Kwang An Kim
Koga Engineering &
Construction Inc
Kokea Construction &
Consultants Inc
Kokea Engineering
L T M
Corporation/Civil-Mechanical
Contr
Lahaina Pier & Pile Co Inc
LD Strobel Co
Phillip J Lockwood
M.A. Mortenson Company
Maeda(Hawaii)
Manson Construction &
Engineering
Maples Corp/Maples
Plumbing Inc
Mark Development Inc
Match Martin A
Matrix Service In
Jim Mayes Company
Mega Construction Inc
Mepac Services Inc
Metro Builders Inc
Metropolitan Mortgage
D Y Mikami Construction Inc
Ralph K Miller Ltd
Mission Drywall & Plastering
Inc
Mitsunaga Construction Inc
Mitsunaga Corporation
Molina Construction Inc
Walker Moody Construction
Co Ltd
Moon's Construction
Clark B Morgan Jr
Morrison-Knudsen Co Inc
Mountain Cascade Inc
J F Mullen & Associates Ltd
Multipower Associate
Francis K Mundon
G W Murphy Construction Co
Inc
Mutual Welding Co
N K Corporation
Nagai U S A Inc
K Nagata Constr Inc/K Nagata
Ltd
R I Namba Construction Inc
National Constn & Mgmt Corp
National Power Development
R A Nemetz Construction
Company
- Nordic Construction Ltd
Peter B Nottage
O F C C O Constructors
Oahu Construction Co Ltd
Oahu Paving Co Inc
Obayashi Hawaii Corp
Okada Trucking Co Ltd
OWHYHEE Construction
P B W Construction Co
P K Engineering &
Construction Inc
P.C.E.Ltd
Pacco Ltd
Pacific Structural & Engrg
Pacific Diving Industries Inc
Pacific Fabrication Ltd
Pacific Machinery
Pacific Riggers Ltd
Pacific Technical Repair
Pacific Tennis Courts Ltd
Pan-Pacific Construction Inc
Charles Pankow Ltd dba
Pankow Specialties Ltd
The Ralph Parsons/Parsons
Constructors
Per Inc
Bert W Peterka Jr
Tung Hoang Pho
Pioneer Contracting Co Ltd
Pirelli Cable Corporation
Plumb Level & Square
Power Sweepers of Hawaii Inc
PPC-Tokyu Joint Venture
Prime Construction Inc
Prime Electric
Projects Plus Inc
Pyropower Corporation
Pyropower Energy Service
Q M C Corp
Quality General Inc/Quality
Masons Inc
R & D Contractors
R & S Plumbing Inc
R A U Construction
R L D Engineering & Company
R T & M K Associates
R T Construction Inc
Railings Inc
RCM Construction Corp
Recycle Inc
Reef Dev of Hawaii Inc
Carl Reinhardt
Assoc/A-Frame Industries
Research-Cottrell Inc
Rigging International
Road Builders Corporation
Rons Construction Corp
Royal Contracting Co Ltd
S C I Contractors/E E Black JV
S C Pacific Corp
S M W Seiko Inc
J M Saito Contracting Inc
Sawai Bros Painting Co Inc
Schnabel Foundation Co
R P Scholz Consultant Inc
Scott Co Industrial Contractor
Sea Engineering Inc
Sea Engineering Inc.
- Service Mortgage Co./dba
Lusk Hawaii Bld
Shamrock & Associates
Sheedy Drayage Co
Shimizu Corporation
Mitsuo Shimizu Inc
K Shioi Construction Inc
Site Engineering Inc
Soil Sampling Service
Speedmaster Inc
Ray L Spickler Sr
Steinke Brothers Inc
Structural Systems Inc
Sundt Corporation
Swinerton & Walber Co
Syntax Contractor
T R Company
Takenaka International (USA)
Ltd
Techno Engr & Constr Ltd
The Tern Corporation
Teval Corp
Thermal Engineering Corp
Toda Corporation
Tokai USA Inc
Richard K W Tom Inc
Tower Construction Inc
Tower Structures Inc
Alvin K Toyama
Transcend Inc
Traylor Bros Inc
Triton Marine Construction
Tsumoto Development Corp
U K Holding Corporation
Underground Construction Co
Inc
V I Project Services
V S L Corporation
Valley Engineers Inc
Viking Mecon Fire Protection
Henry Vincent Inc
Votelon Division/Volt
Information
W K H Corporation
W T Y Oahu Inc
Wahiawa Builders Inc
Raymond K Wai dba
Water Resources Int'l Inc
Chuck Watson Ltd
Weitzel Construction
Western Engineering Inc
Foster Wheeler Construction
Wright Schuchart Inc/Howard
S Wright Con
Yamamoto & Sons
Russell M Yamamoto
W T Yoshimoto Corporation/W
T Y Oahu Inc

HAWAII

- Au Jr Contractor, William R
Beery Construction Co Inc
Belz, Lloyd H.
Big Island Inspection Service
Ltd
Big Island Paving Company
Inc
Big Isle Construction Co Inc
Bodell-Wheelwright
Construction

Cordes, Carl H
Corey Construction Company
Crescent Construction Corp
Crook, Edward E
Fair Contracting Company Ltd
Hamasaki, Clement T
Hansen Construction
Harada Contr Inc, H
Higa, Edward H
Ho'ohana A Hoa/Ho'ohana Inc
Hukilau Construction
Isemoto Contracting Co Ltd
Ishii, James U
Kajima Engineering &
Construction
Keauhou Kona Resort Co
Kikai Construction Co
Lee Construction, Mark E
Lindsey Construction, Glenn
Loeffler, William C
Luce Contracting Inc, M
Nakamoto Concrete &
Masonry
Panaewa Homes Inc
Pestana Pacific Ltd
Plants Inc
Quality Builders Inc
Rivera And Sons Inc, E M

Rock & Waterscape Systems
Inc
Seatech Contracting
Sierra Management
Sonomura Contracting Co, M
Taniguchi, Roger
Trans Pacific Contracting &
Design Ltd
Willocks Construction Corp
Wilton, William H
Yamada & Sons Inc
fshii General Contr Inc, C & H

MAUI

A & B Properties Inc
A N L Construction
Amersteel Hawaii Inc
Andrade, Richard K
Anthony Construction
Arisumi Brothers Inc
B & B Industries Inc.
Blazic, Louis L
Braun Jr, Albert C
Budget Builders Inc
C M Construction
Central Masonry
D N L Construction Inc

Despins General Construction
Inc
Diversified Machinery Inc
Double J Construction Inc
E D C O Div Construction &
Ge
Elima Engineering/H N J 2 Inc
Fong Construction Co Ltd
Fuku Construction Inc
Funes, Marvin R
Gomes Builders Inc/Hawaii
Fence Company
Goodfellow Bros Inc
Greater Pacific Construction
H N J 2 Inc/Elima Engineering
Ige Construction Inc, E T
J D H Limited
Jerry's Land Clearing &
Bulldozing dba
Kahului Trucking & Storage Inc
L & F Plumbing Inc
Land & Construction
Company Inc
Lingo Construction Inc
M & S Trucking Inc
M A C Contracting
Matrix Construction

Maui Acoustic & Drywall Co
Inc
Maui Constr & Mech/L & F
Plumbing Inc
Maui Equipment Engineering
Corp
Maui Excavation & Co
Maui Service Ltd
Pacific Rim Land Inc
Pico Cespool Digging, David
Rosa's Excavating
Selland Construction Inc
Shimizu & Sons Construction
Inc
Silersword Contract
Spencer General Contractor,
Jesse E
Stubbs, Norman R
Tanaka Engineers Inc, R T
Tokunaga, Daniel Y
Tom's Backhoe & Excavation
Valley Isle Pumping Inc
Vick's Paving Inc, Sonny
Wailuku Agribusiness Co Inc
Williams Contracting

LANAI

Friendly Isle Cont & Equip Inc

Patterson Construction &
Trucking Inc

KAUAI

Aina Site Construction
B & G Pacific
Briant Construction Inc
Centerline Construction
D K P & Sons Trucking Inc
Dominion Power Inc
Greenscape Ltd
Grove Farm Co Inc
Inter-Island Contractors Ltd
Kauai Builders Ltd
Kekaha Sugar Company Ltd
Kieler-Thomey Flooring dba
Leal's Contracting Inc
Murata, Elmer S
Niu Construction Inc
Pacific Hydroelectric Co Inc
Palama Contracting Backhoe,
Arthur
R Electric Inc
Robson, Peter Q
Sanchez Jr, Manuel
Tanaka Plumbing Inc, Hideo
Unlimited Construction

Specialty Contractors

C-1

Acoustical and insulation contractor.

To install acoustic, tile systems, spray systems, and insulation in buildings and structures for the purpose of sound control. These systems or materials may be installed independently of or in conjunction with acoustic tile and/or drywall systems as multipurpose (acoustic, insulation, fire retardant) system.

OAHU

A D L S Acoustical & Installation Co.
Acands Inc
Ace Interiors Inc
Armando V Acidera
Acutron Co Inc
Aguda Construction
Aii Drywall/T C S Drywall Inc
Aloha Drywall Inc
Anning-Johnson Company
Architectural Acoustics Inc
Associated Insulation/Hawaiian Refractor
BEK Inc
Best Drywall Construction
Brewer Environmental Industries Inc
P Castillo Builders
Craig & Company Ltd
Creative Management Corp/Drywall
Systems
D & G Mechanical
D & L Drywall Specialist
D I 2 Inc
Dillingham Construction Pacific Ltd

Doral Construction
Doug's Acoustical & Drywall Interior Inc
Douglas's Insulation
Fuku's Interiors Inc
G's Interior Construction
Galleon Co Inc/Galleon Floorcovering
Group Builders Inc
Guy's Superior Interior Inc
Haas Insulation Inc
Edward Harvey Inc/dba Pacific Interiors
Hawaii Interior Specialties Inc
Hawaiian Refractories Inc
HD & C Interiors Ltd
Honolulu Roofing Co Ltd
Island Pacific Inter
J R A Construction
Jackson Construction Ltd
Jaimes Drywall Co
Long Painting Company
Mission Drywall & Plastering Inc
Mutual Welding Co
New Cycle Corporation
Pac Interiors/E P Harvey & Sons Inc

Pacific Partition Systems Inc.
Pacific Preferred Contr Corp
Partitions-Hawaii Inc
Pono Builders
Rainbow Drywall Inc
Res-Com Insulation
S & N Interiors
Segma Construction Inc
P W Stephens Contractor
J M Sueda Inc
T C S Drywall Inc/Alii Drywall
Town & Country Drywall
Tropical Industries Corp
Turtle Interiors
Unitek Insulation Inc
Unitek Technical Services
V & C Drywall Contractors Inc

HAWAII

Hilo Interiors Inc
Interior Systems

Laramie Drywall Inc
Long Painting Co
Mathison Construction
Mauna Kea Acoustical Drywall
N F P Construction
Pacific Drywall Inc

MAUI

Central Masonry
Fuku Construction Inc
Hamer, John D
Kealoha Construction
Kinoshita Plastering
Maui Acoustic & Drywall Co Inc
Ron-Co Insulation
UpCountry Interiors Inc
Windward Construction

KAUAI

Consolidated Corp. The
Pacific Tradewinds Co

C-2

Mechanical insulation contractor.

To install insulation materials on mechanical systems for the purpose of temperature control.

OAHU

Alpha Insulation Inc
Au's Plbg & Mtl Works/Hi Hotel & Restnt
Craig & Company Ltd

Matsunaga Mechanical Contracting Inc
Unitek Insulation Inc
Unitek Technical Services

C-3**Asphalt paving and surfacing contractor.**

To proportion, mix and place base materials, and to place paving and surfacing consisting of graded mineral aggregates bonded with asphalt or bituminous materials so that a firm, smooth surface suitable for roadways, runways, driveways, parking areas, and play areas is obtained, including the application of seal coating and parking lot striping.

OAHU

50th State Paving Company
Akiona, Moses Ltd
Alakona Corporation
Bento, Clarence
Brandy Signs Inc
Central Striping Service Inc
Co-Ha Builders Inc
Hawaii Seal Coating Co Inc
Ideal Construction Inc
Island Pacific Paving
Jackie's Backhoe Service
K S Contracting
Kellar, James & Associates
Koolau Paving Inc
MePac Services Inc
F T Opperman Co
Pacific International Paving Co
Pioneer Contracting Co Ltd
Projects Plus
R K L Concrete Specialist
Road Builders Corporation
James Saiki
K Shioi Construction Inc
Site Engineering Inc
Tennis Maintenance Hawaii

James L K Tom Inc
Toyama, Alvin K
Robert Wong-Ha Inc
Ed Yamashiro Inc

HAWAII

Andrade Service Inc
Big Island Paving Company Inc
Ishii General Contractor, C&H
Ishimaru, Tamekichi
Kolea Paving & Sealing
Otani Contractor Inc, R
Yamada Transfer Inc

MAUI

Gomes Construction Inc
Hookano Paving Co Inc
Ige Construction Inc, E T
M & S Trucking Inc
Shimizu & Sons Construction Inc
Suzuki Construction, Henry
Vick's Paving Inc, Sonny

KAUAI

Rego Dump Truck Ltd
Thronas, Samuel K

C-3a**Asphalt concrete patching, sealing, and striping contractor.**

To patch asphalt driveways and parking areas so that a suitable surface is obtained, to seal coat surfaces and to paint parking stripes.

OAHU

B T Specialties
Brandy Signs Inc
Central Parking Service
Diamond Construction
Power Sweeper of Hawaii
Roads & Runways Stripes
Safety Equipment & Sign Co./Unisign Systems

Select Striping
Specialty Surfacing Co
Striping by Lee
Unsign Striping

HAWAII

Braden, Randall L
Kolea Paving & Sealing
Taft Jr, Karl M

C-3b**Play court surfacing contractor.**

To prepare existing surface and apply to top coating so that a level, suitable play court surface is obtained.

OAHU

All-Court Surfacing-Hawaii Inc
Specialty Surfacing Co

MAUI

Center Court Construction

C-4**Boiler, hot-water heating, and steam fitting contractor.**

To install and repair fire-tube and water-tube power boilers and hot-water heating boilers, including all fitting and piping, valves, gauges, pumps, radiators, convectors, fuel oil tanks, fuel oil lines, chimneys, flues, heat insulation, and all other devices, apparatus, and equipment appurtenant thereto, including the insulation of pipes in connection with the boiler installation or repair.

OAHU

A.B.E National (USA)
Air Engineering Co Inc
Allied Pacific Company
American Piping & Bo/E E Black Ltd
Au's Plbg & Mtl Works/Hi Hotel & Restnt
B C C Hawaii/Black Construction Co
Babcock & Wilcox Contractors
Black Construction Co/B C C Hawaii
E E Black Ltd
C B I Services Inc
C C Engineering & Construction Inc
Carrier Corporation/Carrier Building Srv
Continental/Mecon Jo
Creative Management Corp/Drywall Systems
Dearing & Associates
Dillingham Construction Pacific Ltd
Economy Plumbing & Sheetmetal Inc
Hawaii Mechanical Construction
Heide & Cook Ltd
Howard Engineers & Construction
Industrial Mech Contrs Inc
Koa Mechanical
Maintenance Serv & Supply Inc
Ralph K Miller Ltd

Oahu Air Conditioning Service Inc
Oahu Plumbing & Sheetmetal Ltd
Pacific Machinery
Piping Engineering Co Inc
Scott Co Industrial Contractor
Starr and Company Inc
Techno Engr & Constr Ltd
Thermal Engineering Corp
Thermal Engineers Group
Tracy's Contracting Inc.
University Mechanical/University Heating
Viking Mecon Fire Protection
Walashek Enterprises
Walby's Mechanical Service Inc

HAWAII

Arakaki Mechanical
Hilo Mechanical Inc

MAUI

Leis Co Inc, Dorvin D
Mech-Con Company
Spencer General Contractor, Jesse E

KAUAI

Tanaka Plumbing Inc, Hideo

C-5**Cabinet, millwork, & carpentry remodeling & repairs contractor.**

To install cabinet, case, sash, door, trim, nonbearing partitions, and to remodel or to make repairs to existing buildings or structures, or both, and to do any other work which would be incidental and supplemental to the remodeling or repairing. The repairs, carpentry work, or remodeling shall include the installation of garage doors in residential and commercial buildings only and the installation of manufactured sidings and any other work that would not involve changes or additions to the building's or structure's basic components such as, but not limited to, foundations, beams, rafters, joists, or any load bearing members or sections.

OAHU

A-1 Carpentry Services
 Aji's Cabinets & Contracting Company
 Akiona, Moses Ltd
 Al-Wal Builders Inc
 All Maintenance
 Aloha Counter Tops
 Steven Alterman
 Apartment & Home Repair
 Aqua Enterprises Inc
 Architectural Woodwork
 Artek Contracting Inc
 Associated Technical
 Au's Construction Co
 Shirt Au
 Ben Badua Renovation
 Anthony Ballesteros
 Nate Barzilai Construction Inc
 Benchmark Construction
 Brickwood & Assoc, Arthur
 Campbell Industries
 Canaan Construction & Decorating Ltd
 Cascana Construction
 Cederquist Incorporated
 Century Home Special
 Michael W L Chau
 Guo Cheng
 Roy P O Chun
 The Closet Systems of Hawaii
 Command Corp/Command Construction
 Commercial & Residential Renovators
 Inc.
 Commercial Builders
 George L Condus
 Country Builders
 Cradan Construction
 Creative Projects
 Creative Woodcrafters Ltd
 Creative Woodwork & Design
 Custom Contractors Inc
 D & D Carpentry
 D & M Contracting Inc
 D S Custom Builders
 Dan's Cabinet Shop
 Thad W. Davids-Marks
 Dennis Construction
 Derrick & Son Bldrs Inc, R.C.
 Designer Kitchens & Bath
 Dura Constructors Inc
 Durand Door Supply Inc
 Howard M Ebisu
 Edu-Tech Corporation
 Enos Enterprises Ltd dba Enos
 Construction
 Essential Cabinet Repair
 F L C Limited
 Farinas Builder

Bradley T Feldman
 E.J. Freidman Co.
 Gavin Woodworking
 Gentry-Pacific Ltd
 Gouge Russ O
 Granger-Pacific Inc
 Gravity Levity Inc/Gravity Screen Co
 Guchi Contracting
 Haitsuka Brothers Ltd
 Harmon Constructors
 Harry's Furniture Shop Inc
 Hawaii Vinyl Supply
 Hawaiian Improvement Corp
 Hawaiian Pacific Builders Inc
 Karl S Hedberg
 Brian Hepton
 Hidano Construction Inc
 Hiraga Services
 Holde, Harold E
 Hon Ming Chan
 Hong Contracting
 Ideal Construction
 Ken I Ikehara
 Walter M Ishii Contracting
 Island Custom Woodwork Ltd
 Island Finish Carpentry
 Island Pacific Enterprise
 Iwao Iwane
 J C Penney Co Inc
 J S M Cabinet Shop
 Kaimuki Carpenter Shop Inc
 Kamaaina Home Repair
 Thomas J Kanaley
 Katsube S M Corp/Katsube Cabinet
 Darrell J Kau
 Koa Construction
 Kellar & Associates, James
 Kitchen & Bath Design Works
 Kitchen Concepts Plus Inc
 The Kitchen Studio
 Koga Engineering & Construction Inc
 Koolau Woodworking
 Kraft Kitchen & Countertops Inc
 Guido Lang
 Langley's Fine Carpet
 Cheuk Lau
 Hau Man Lee
 Litke's Carpentry Service
 Living Enter/Hawaii Roofing/Akamai Roof
 David Lorenz
 LTM Furniture Cabinet
 LSA Construction Inc
 Mac's Home Improvement Inc
 Mac's Home Repair
 Felix Madamba
 Shigeru Maemori
 Martin-MacArthur Enterprise

S K Marusen Co
 Bruce Matson Co Inc
 Ricky R Matsumoto
 Mepac Service
 Mid-Pac Lumber Co Ltd
 Mokihana Builders
 Randall Nakamura Contracting
 New Creation Construction
 Moli S Ngatuvai
 No Ka Oi R & R Inc
 Noah's Ark Woodcrafters Inc.
 Okamura Contractor Inc
 Bradley C Olson
 Warren K Onaga
 Onishi, Theodore
 David Owyang
 Outrigger Services Inc
 Pacific Builders Remodeling
 Pacific Cabinets Inc
 Pacific Counter Top
 Pacific Interiors
 Pacific Isle Contracting
 Pacific Termite & Fumigation/Xtermco
 Paul's Home Repair Service
 Pauley & Assoc, Grady
 Peerless Roofing Co Ltd
 Pegasus Construction
 J C Penney Co Inc
 Pharoahs Construction
 Pioneer Contracting Co Ltd
 Premier Construction
 Quality Repair Service
 Quality Roofing Co Ltd
 R C Fine Woodworking
 R S Home Improvement
 R W Enterprises
 Residential Builders
 John H Rice & Son
 Richardson Construction
 Roscha Woodwork Inc
 Screens & Things
 Sears Roebuck & Co
 Servdor Inc
 Toshio Shihara
 Alan Shintani Inc
 Spaces Contracting Services Inc
 Standard Electric Inc
 State Remodeling and Decorating
 Statewide Contractor
 Supreme Cabinets
 T K C Inc
 T N T Roofing
 Kazuo Tojio
 Futoshi Tonokawa
 Toyama, Alvin K
 Trim Line Contracting

E Unciano Construction
 United Cable and Telephone
 Eric J Van Bergeijk Company
 Windward Cabinets Inc
 Andy Wisler Contracting
 Woodlines Hawaii
 Joseph Y Yamaji
 Young Builders
 Young's Contracting

HAWAII

Aikane Home Towing
 Araujo, Russell F
 Beckley, Neil
 Bedell Jr, Charles E
 Big Island Door
 Enjon Enterprises
 Franz Contracting
 Fred's Service
 Gossett Construction Co
 Guillot Design & Construction
 Hanna, Daniel M
 Humble Services
 Interior Trends
 J M C Remodel & Finish
 Jewell Construction
 John's Home Improvement
 Kazu's Contracting
 Kona Coast Cabinets
 Polhamus, Gary L
 S C Builders Inc
 Sakamoto, Thomas Y
 Taylor-Built Construction Co
 Tropical Designs

MAUI

Brantley Construction, Mark
 Cornerstone Construction
 Custom Crafted Cabinets Inc
 H M F Services Inc/H M F Services Maui
 Island Interior Construction/James Tharp
 Jones Construction
 Lincoln Construction
 Lopes Contractor, Rick
 McKinnon, William L
 McLamore, James S
 O F P/Azimuth Builders
 Polyorchid Systems
 Shoppe Jr, Robert
 Tajiri Contractor
 Valley Isle Contracting
 Walt's Roofing & Siding
 West Maui Maintenance

MOLOKAI

Kazuo Tojio

LANAI

Timmy Leong
 A & M Borges Inc

C-5a**Garage door contractor.**

To install overhead, mechanical and sliding garage doors.

OAHU

Chapman Roofing
 Commercial Shelving Inc
 F L Associates of Hawaii
 Five C Corporation
 Island Garage Door
 Oshiro Door Servicing Co, R K

Sakamoto, Paul M
 Sundancer Industries

HAWAII

Island Door Service
 Kona Overhead Door

C-5b**Siding application contractor.**

To prepare surfaces and install aluminum, vinyl or other manufactured siding, with the exception of wood, so that a watertight surface is obtained.

OAHU

Aca Corporation
 Alii Drywall/TCS Drywall Inc
 De Lano, Venzon J.
 Dedona & Co, Tommy
 Hawaii Metal Forming Corp
 Hawaii Pacific Distributors Inc
 Hawaiian Improvement Corp
 Island Pacific Enterprise
 Living Enter/Hawaii Roofing/Akamai
 Roofing
 Lyden Siding Co Inc
 Quality Roofing Co Ltd
 Rice & Son, John H

Sumida, Richard
 TCS Drywall Inc/Alii Drywall
 Tropical Co Inc

HAWAII

Duke's Home Improvement
 H R C Co/Solar Aide Co/Hilo Roof Coating
 Solar Aide Co/Hilo Roof Coating Co/HRC

MAUI

H M F Services Inc/H M F Services Maui
 Valley Isle Contracting
 Walt's Roofing & Siding

KAUAI

Kauai Aluminum & Glass Inc

C-6**Carpentry framing contractor.**

To do framing, siding, wood truss, roof sheathing, and other work as is by custom and usage accepted in the construction industry as carpentry framing.

OAHU

Aji's Cabinets & Contracting Co
 Akiona Ltd, Moses
 Al-Wal Builders Inc
 All Maintenance
 D E Andres Construction

Apartment & Home Repair
 Associated Farmers Inc
 Badua Renovation, Bienvenido
 L E Boyd Roof Structures
 C.W. Warren Construction
 Casacana Construction

Certified Construction Inc
 Country Builders
 Dennis Construction
 Derrick & Son Builders Inc, R. C.
 Edu-Tech Corporation
 Enos Specialty Builders
 Bradley T Feldman
 Robert E. Frabotta
 Deral T Fujio
 H J & B Contractors
 Harmon Constructors
 Frank F Heather
 Hidano Construction Inc
 Highline Systems
 Hiraga Services
 Holde, Harold E
 Ideal Construction
 Ken I Ikehara
 Kamaaina Home Repair
 Kea Construction
 Kellar & Associates, James
 LSA Construction Inc
 Laau Structures Inc
 Allen M Lau
 Living Enter/Hawaii Roofing/Akamai Roof
 Shigeru Maemori
 Randall Nakamura Contracting
 New Creation Construction
 Bradley C Olson
 Onishi, Theodore H
 Owyang Contractor, David
 Pacific Timber Structure
 Pauley, Grady L/dba Pauley & Associate
 Construction
 Peerless Roofing Co Ltd

Pharoahs Construction
 Pioneer Contracting Co Ltd
 Projects Plus
 R W Enterprises
 Richardson Construction
 Shintani Inc, Alan
 Sinclair Builders
 Spaces Contracting Services Inc
 The Structures Group
 Sunrise Construction Inc
 Superior Framing
 Toyama, Alvin K
 Trico
 Eric J Van Bergeijk Company
 Wood Roof Structures
 Y D Construction
 T Yamada Contracting Inc

HAWAII

Araujo, Russell F
 C & S Construction
 Enjon Enterprises
 Gossett Construction Co
 John's Home Improvement
 Monarch Builders Ltd
 S C Builders Inc
 Taylor-Built Construction Co
 Uchimura, Glenn M

MAUI

Brantley Construction, Mark
 Catterlin, Clifford S
 Cornerstone Construction
 D J Construction
 G P Construction
 Grammer Construction, Michael
 Grant Construction
 Kennedy Construction Corporation
 McKinnon, William L
 McLemore, James S
 Moe, David J
 N B C Contractors Inc
 O F P/Azimuth Builders
 Smith III, Dudley K
 Spencer Construction
 Sun Dome Construction
 T F Construction

MOLOKAI

Timmy Leong

LANAI

A & M Borges Inc

KAUAI

Martin, Richard L
 Polson, Randall E
 Taba, G S

C-7**Carpet laying contractor.**

To apply or install acceptable fabric floor coverings or artificial turf to surfaces.

OAHU

A & C Carpets
 A & M Flooring
 A A Carpet & Drapery Svc Inc
 Ace Flooring Co Inc
 Alii Flooring Inc
 Allied Floor Corp
 Astroturf Industries Inc
 Blackman Install
 Bojim Investments Inc

Bouganville Wholesale/Carpet
 Barry/Carpet
 Brian's Floorcovering
 C & M Carpet & Draperies
 Carpet Installers Hawaii Inc
 Carpet Masters
 Carpet Service & Sales
 The Carpet Shoppe/American & Drapery
 Carpet Whiz dba Carpeting Whiz
 Charley's Flooring
 Classic Floor Covering
 Cory Carpets
 Custom Floors
 Darlington Flooring
 Deluxe Floor Covering
 Kevin D Dick
 Drapery Shoppe Inc
 Fine Flooring
 Floor Trends Hawaii Inc
 Floors of Hawaii/Fashion Floors Hi
 Floortech Inc
 Thos Fujikawa Painting Co Inc
 G Y M & Associates
 Gary's Carpet & Drapery Inc
 H Flooring
 Hawaii Pacific Carpet
 Hawaii State Carpeting
 Hi Mini Blind Flooring & Warehouse Inc
 Holby's Inc
 Home Consultants Hawaii
 Home Owner's Design Center
 I V B Inc
 David K Imose
 Interior Exterior Ca
 Interiors Hawaii Inc
 Island Flooring Co Inc
 J C Penney Co Inc
 J T Custom Floor Covering
 Jerry's Carpet Service
 Jimmy's Carpet
 K & A Installers Inc
 L T Flooring
 L Y Floorcovering Specialists
 Liberty Floor Covering
 Mr David's Carpet Service
 National Carpet & Drapery Inc
 Oahu Air Conditioning Service Inc
 Oahu Plumbing & Sheetmetal Ltd
 Bob Ogino Interiors
 Olomana Builders Inc
 Pacific Flooring & Drapery Service
 Paradise Carpet & Tile
 Paul's Carpeting & Drapery
 J C Penney Co Inc
 Professional Carpet Installation
 Progressive Floor Co
 Pryco Inc
 R & S Flooring
 Ray's Carpets
 Ron's Carpet
 RPN Flooring
 Rugclaimers Hawaii Inc
 Sears Roebuck & Co
 Society Painters Inc
 T N T Carpets
 Gwen & Tony Torres Co
 Touchstone Textiles
 Triple K Carpet
 Twentieth Century Furniture Inc.
 United Carpet Serv Inc

W E Painting Inc
 Wally's Flooring Inc
 Warren's Carpet Installation
 Wayne's Carpet Hut Kaimuki
 Western Pacific Co Ltd
 Wilkinson Floor Covering
 Wright Carpet Inc
 Yano Carpet Drapery Service Ltd
 Yoshikawa's Flooring
 George Yoshioka Carpet
 Yuki's Flooring

HAWAII

"A" Installations
 Al's Interiors
 Artistic Flooring
 Bennett Tile/Kamuela Carpet & Tile
 Big Island Carpet & Ceramics
 Cabalar, Tereso C
 Carpet Isle/Dream Makers
 D A Custom Flooring
 Dakujaku General Contractor, Robert E
 Drapery Company of Hawaii
 Dream Makers Inc/Carpet Isle
 Fred's Floor Covering Installations
 Gomes Floor Covering Inc/Carpet & Vinyl
 Kamuela Carpet & Tile/Bennett Tile
 Les' Carpet & Drapery Install Inc
 Mike's Flooring
 Mike's Flooring Inst
 Nakulu'ai Installation
 North American Tile Corp
 Paul's Enterprises Ltd
 Sunset Flooring
 T Carpets
 Takamoto, Wally K
 Tom's Carpet & Craft
 Tony's Flooring
 Western Pacific Interiors Inc
 Yamada Furniture, T Yamada Kobayashi
 dba

MAUI

Al's Carpets Inc
 Carpet Care
 Doran, Richard A
 Flor-Decor
 Hawn Carpet One dba HCD Corp
 Hawn Ceramic Tile dba HCD Corp
 Island Carpet Installation
 Kahului Carpet Drapery Product Inc
 Ke Ano Floor Covering
 Lahaina Carpet Co
 Lanes Carpet Service
 M & D Flooring
 Naka Carpet & Drapery Inc
 Nickens, Steven C
 Paul's Installation

KAUAI

Dulatre, Mario A
 Harvey's Flooring
 Johnson Flooring Co
 Kauai Floors Inc
 Kauai Rattan & Flooring Inc
 Kieler, Dennis J
 Levac Flooring Company
 Nezbeda Tile Inc
 Paradise Floor Covering
 Wailei Flooring

C-9**Cesspool contractor.**

To excavate cesspools and install septic tanks in compliance with the requirements of the Department of Health.

OAHU

Bill's Crane Service Inc
Haulula Crane Service
Kellar & Associates, James
North Shore Crane Service
Projects Plus
R M Takeuchi Inc
Toyama, Alvin K

HAWAII

Ah Sing Jr, Alfred J
Andrade Service Inc
Bertelmann Inc
DeCambrá, Fentiman F
DeRego, Gary A
Double D Services
Earth Bros Homelot Inc
Ishimaru, Tamekichi
Kaneshiro & Sons Inc, L
Keoni's Electric

Kurihara Inc, Larry Y
Luke & Sons, James H
Otani Contractor Inc, R
Rapozo Field Service
Rivera, Eugene
Rodrigues, Henry
Yoshina Contractor, S

MAUI

Dean's Cesspool Cons/Dean's Excavation
Pico Cesspool Digging, David
Suzuki Construction, Henry

KAUAI

Kobayashi Trucking & Equipment Inc
Sanchez Jr, Manuel
Thronas Inc, O
Thronas, Samuel K
Tommy's Crane Service Inc
Vidinha Jr Sept, John

C-12**Drywall contractor.**

To lay out and install all types of gypsum wallboard systems including the taping and texturing operations incidental thereto. Also included is the application of spray on barriers which would be incidental to the installation of wallboard.

OAHU

A J A Drywall & Acoustics
Ace Interiors Inc
Ahuna's Leeward Interiors Inc
Aji's Cabinets & Contracting Company
Alii Drywall/T C S Drywall Inc
Aloha Drywall Inc
American Drywall System
Architectural Acoustics Inc
Associated Insulation/Hawaiian Refractor
B Y Interior Construction
Ben Badua Renovation
BEK Inc
Best Drywall Construction
C M O Inc
Cascana Construction
P Castillo Builders
Coastal Construction Co Inc
Creative Management Corp/Drywall Systems
Custom Drywall
D & G Drywall
D & L Drywall Specialist
D & M Contracting Inc
D I 2 Inc
R.C. Derrick & Son Builders Inc
Doral Construction
Doug's Acoustical & Drywall Interior Inc
Drywall Interior Service dba
Edu-Tech Corporation
Enos Enterprises Limited/dba Enos Construction Inc
Enos Specialty Builders
Fuku's Interiors Inc
G's Interior Construction
Ed Garduno Plastering & Stucco Inc
Guy's Superior Interior Inc

HAD Inc
Edward Harvey Inc/dba Pacific Interiors
Hawaii Interior Specialties Inc
Harold E Holde
Ideal Construction Inc
Interisland Interiors Inc
Island Pacific Inter
Island Rainbow Drywall
J C Drywall
J C Interiors
J D's Interiors
Jaimes Drywall Co
James Kellar & Associates
L P Painting Inc
LS A Construction Inc
The Looking Glass Corp
Tom McCall Interiors
Mepac Services Inc
Mission Drywall & Plastering Inc
New Cycle Corporation
Theodore H Onishi
Ono Construction Inc
David Owyang Contractor
Pac Interiors/E P Harvey & Sons Inc
Pacific Partition Systems Inc
Pacific Preferred Contr Corp
Partitions-Hawaii Inc
Grady L Pauley dba Pauley & Assoc.Constr
Peerless Roofing Co Ltd
Pharoahs Construction
Pioneer Contracting Co Ltd
Okazaki Plasterers Inc
Projects Plus Inc
Quick Drywall & Acoustical Contr
Rainbow Drywall Inc
Richardson Construction

Dane A Rodgers
Rodrique Marc J.
S & N Interiors
Segma Construction Inc
Alan Shintani Inc
Sinclair Drywall
Spaces Contracting Services Inc
J M Sueda Inc
Sunshine Unlimited Inc
T C S Drywall Inc/Alil Drywall
Tershan Drywall Co
Thermal Engineering Corp
Town & Country Drywall
Alvin K Toyama
Turtle Interiors
United Interiors
V & C Drywall Contractors Inc
Harold M Yamashiro
Yashuhara Drywall
Stephen E Yett Inc
Young's Contracting

HAWAII

A A A Interiors
A A S P Drywall
Au Jr Contractor, William R
Banker General Contr Inc, G T
Barton Construction
Barton Construction Co, Frank
Cameli Plastering Inc
D G L Construction Co
DeLeon Drywall
Elite Drywall
Higdon, Marshall Ray
Hilo Interiors Inc
I L G Enterprises Hawaii Inc
Interior Systems
John's Home Improvement
Kikai Construction Co
Laramie Drywall Inc
Lautner Construction, Scott
Mauna Kea Acoustical Drywall
Mililani Drywall & Plastering
O'Neil's Contracting
Oschner Builders

Pacific Drywall Inc
Pogtis Interiors
Waikoloa Drywall
Waiola Drywall Construction
Wall Doctor, The
Wallboard System Hawaii dba
Whitley Construction

MAUI

Borsum, Fred E
C M Construction
Carter Construction
Dolphin Drywall
Dugled, Jacky R
Firebird Wall System
Haleakala Masonry
Harner, John D
Hawaii Building Contractors Inc
Hawaii Island Wall
J D H Limited
Joe's Contracting
Jones Construction
Kinore's Masonry
Kinoshita Plastering
Middleton, Eulie L
Mondello Inc
R K W Drywall Interiors
Ritts Painting & Drywall Inc
Steve's Interiors
Travers Construction
Triple "G" Wall Co
UpCountry Interiors Inc
Windward Construction

LANAI

A & M Borges Inc

KAUAI

B C O Inc
Bay Pacific Inc
C W D Construction
Harmony Construction
Laney Corp/Lance Laney Drywall, Lance
Leemo Construction
Milks Construction
R R Construction

C-13**Electrical contractor.**

To place, install, erect, or connect any electrical wires, fixtures, appliances, apparatus, raceways, and to do trenching, backfilling, patching, and surface restoration in connection with the installation of conduits and lines which transmit, transform, or utilize electrical energy less than 600 volts phase to phase. This classification also includes the work of the C-15 electronic systems contractor and C-15a fire and burglar alarm contractor.

OAHU

50th State Electric
A & B Electric Co Inc
A A Electric Ltd-Sales & Service
A G Electrical Services
A M Electric
A M P C O Electrical Service Inc
A N S Electrical
A-1 A-Lectrician Inc
Advance Electric
Aikane Electric
Akamai Electrical Services Inc
Akemoto Electric Service Inc
Alex's Electric
All-Island Electric
American Electric Co Ltd

American Telephone
Andy's Wiring & Service
Applied Technical Services
Aqua Enterprises Inc
Arakaki Electric Inc
Lawrence S Asato
Associated Technical
Avail Electric Company
Ayano Electric Inc
B & B Construction
B & R Electric
Baker Consultants Inc
Behling Inc
Bertelmann Electric Inc
Bill's Electric Service
Michael J Bloomfield
Boss Electric

Bowman Electric Shop Ltd
 Brilliant Ideas
 C & C Electrical Contractor Inc
 C & H Electrical Contractor
 C & R Painting
 C S Electrical Service
 C Y-Lectric
 Paulino A Cabigon
 Cel's Electrical Service
 Chang's Electrical Service
 Charley's Electrical Service Inc
 Ching's Sales & Service
 Close Electric Inc
 Cochran Electric Inc
 Command Corp/Command Construction
 Commercial Electric Inc
 Corey's Electrical Service
 Custom Electric
 D & K Electric Company
 D & S Electric Inc
 D J's Electrical Service
 D R D Inc
 D T Electric
 Dan's Electric Service
 Dave's Electrical Service Inc
 Deb Electric Inc
 The Delaney Corporation
 Diamond Electric Co Inc
 Dillingham Construction Pacific Ltd
 Domy's Electrical Service
 Doug's Electrical Inc
 Dunlap Electric
 E E Electric Co
 E I N Electrical Contractor
 Ed's Electrical Service
 Eddie's Electric Service
 Electric Power Company
 The Electric Shoppe
 Electrical Constrn Co of Hawaii Inc
 Electrical Service & Repair
 Electrical Service of Hawaii Inc
 Electricians Hawaii Inc
 Electricians Inc
 Elkin Electric Inc
 Emerald Isle Electric Co
 Emery Electric
 Jack Endo Electric Inc
 Epoxy Systems Inc
 Chris T Escalante
 Fairway Electric Company
 George W Fisher
 Flor & Son's Electric
 Fong Electric Service
 Four-A Electric
 Foxbilt Electric
 Fred's Electric Service
 Fritz Of Hawaii Inc/Division Of American
 Kenneth Y Fujimoto
 G N W Electric Inc
 Goda Electric
 Grant's Electric/Electrical Quality
 Grinnell Corporation
 Guerrero's Electric Co Inc
 Guideline Electric Inc
 Gusalino Bros Construction Inc
 John M Gushiken Electric
 Gusman Electric Service
 H H Electric Inc
 Howard T Hakikawa
 Hamasaki Electric Inc
 Han's Electric Service
 Hank's Electric Inc
 Hapa Inc/United Electric
 Harold's Electrical

Robert R Harris
 G M Hashimoto Electric
 Godwin T Hashimoto
 Hawaii Industrial Electric Inc
 Hawaii Kai Plumbing & Electric
 Hawaiian Electric Company
 Hayes Remodeling & Redecorating
 Heeia Electric Inc
 Helix Electric Inc
 Henry's Electrical Service
 Herb's Electrical Service Inc
 Herbias Electrical
 Hi-Tech Electric Inc
 Adam Holl Jr
 Holman Electric Company
 Honolulu Shipyard Inc
 Howard's Wiring Service Inc
 Hygrade Electric Co Ltd
 Industrial Contracting
 Ishii Electrical Service Inc
 Island Electric Co
 Island Electrical Service Inc
 Island Wiring Service Inc
 J & G Electric Inc
 J & P Electric
 J A Electric Inc
 J N Electric Inc
 Jen-Mars Electric Service
 Jenner Electric
 Johnson Yokogawa Company
 K H Electric Inc
 Kajiwara Arthur K E Q
 Kamaaina Electric Inc
 Kaneohe Electric Inc
 Kapalama Electrical

Kawakami Electric Inc
 Kazu's Electrical Inc
 Keola's Electric
 Kevin's Electric Inc
 Kihara Electric Inc
 Kim's Electric Inc
 John Kwang An Kim
 Kimura Electric Inc
 Kokami Electrical Service Inc
 Kona Electric (Oahu)
 Charles W Kulesa
 L & L Electric
 L K Contractor
 Laie Electrical Service Inc
 Land Data & Research
 Larry's Electric Service Inc
 Lee's Electrical Contractor
 Leeward Electric Inc
 Michael Harold Lescak
 Lite Maintenance Electric
 Local Contracting
 Lyman Electric Inc
 Lynn's Electric
 M & I Electric Co Inc
 M & M Electric
 M & R Electrical Services
 M B Electric Inc
 Maeda Electric Service Inc
 Makai Electrical Co
 Sepeti Manupuna
 Marine Electrical Design
 Matias Electrical Service
 Mel's Electric Co
 Merit Electric of Spokane Inc
 Mid-Pac Electric Inc

Gary H Mihara
 Rodney T Mikami
 Mike's Electrical Inc
 Mililani Electrical
 Mobile Electric Inc
 Modern Electric Inc
 Molnar Electric
 Robert P Muller Construction
 Mutual Electric Co Inc
 Nagai Electric
 Bertram K Nakada
 Nakai Electrical Service
 T Nakasone Electric Co
 Nakata Electrical Inc
 Richard T Nakata
 Natural Resources Inc
 Norm's Electric
 Oahu Electric Inc
 Oahu Electrical Contractor Ltd
 Rodney I Oka Electrical
 Olympic Electric
 Omni Building Services
 Ori'e's Systems Wiring
 Oshiro Electric Inc
 Otholt John K
 P A Industries
 Pacific Central Electrical
 Pacific Electro-Mech
 Pacific Machinery
 Pacific Wiring Serv Inc
 Paek Electric Company
 Paloma Electrical Service
 Paul's Electrical Service Inc
 PC Enterprises
 F Pedronan Electric

Per Inc
Earl D Pfeiffer
Power Sweepers of Hawaii Inc
Prime Electric
Progressive Electric Co Inc
Quality Electric Service
R & J Electric
R H K Electrical Service
R L Construction Co
R M H Electric Co Inc
Rainbow Electric Inc
Ray's Wiring Service Inc
Reliable Electrical
Richard's Electric Service
Rite Way Electric Co Ltd
Roger's Electric Service & Maintenance
S & A Electric
S E Electrical Service Inc
S K Electric Inc
Saun Electric Inc
Mitsuru Sakamoto
M Sakuma Electric Inc
Sal's Electrical Appliance Service
Science Applications
Scott Co Industrial Contractor
Sim Electrical Contracting
Simtech Electric
Sitch Electric Inc
Siu's Electric Corporation
Smith Electric Co
B & C Solomon Electrical Service Inc
Ivan I Sonobe
Standard Electric Inc
State Electric Company
Steve's Electric
Structural Dynamics Inc
D Suehiro Electric
Sylvania Lighting Service
Carmen Sylvester/Cardiel Constr Co
T V W Ltd
T W Electrical Service Inc
T's Electrical Wiring
Takemoto Electric Inc
Techno Electrical Enterprise
Ted's Wiring Service Ltd
Temos Electric Co
Fumio Teruya Ltd
Times Electric Inc
Tri-Electric Inc
Tropic Electrical Service Inc
Trummel's Electric
Ultra One Electric Inc/Ultra Electric
United Electric
D Uyeunten Electric Service
Valdez Electric Inc
Ross R Valdez
John L Vierra
Viking Mecon Fire Protection
Henry Vincent Inc
Voltage Electric
Waialae Electric
Wally's Wiring
Walter's Electrical
M Watanabe Electrical Contr
Weatherwax Electric Inc
Wellington's Electric
Westinghouse Electric Corporation
Wiring Services
Xen's Elect'l & Refrigeration Sale/Svc
Y and L Contracting
John Yeung Electric

Ok Chung Yun Contractor
Zak's Electric Inc
HAWAII
A A A Westar Electric
A H K Electric
A R S Electric
Able Electric Inc
Adams, John
Ahama, G K
Ahana Electric
Aki's Electrical Service
Aloha State Electric
B & B Construction Inc
Big Island Air Conditioning
Buck Electric
Bussell Electric-Hawaii Inc
Callo Electric, Gerard
Chinen Electrical, M
DeMello & Sons Construction
Domingo Electric, Taka
Flash Electric
Fujikawa Electric, Ray
Fukunaga Electrical
G Electric
Gecko Electric
Geo' Company Inc
Goulding, William L
Hara, Hilton T
Hart Electric
Hasegawa Electrical Service, A
Haspe, Warren P
Hawaii Electrical Service
Hinokawa Electric
Hirata, Miles T
Hirayama Brothers Electric Inc
Home Convenience Center/JOD
Enterprises
I C C Electric
Ishii, James U
Island Tech
Ito Electrical Service
J K Electric Inc
Jod Enterprises Inc
Kale Enterprise
Kam Electric
Keehne's Electric Inc
Kelii Electric, Francis
Kelii Electrical Service, Elroy H
Kelii, Kelvin K
Keoni's Electric
King's Electric
Kona Electric
Lindo's Electrical Service
Mana Electric Inc
Marumoto, Toshinari
Matsuoka, Ben F
Mauna Kea Electric Inc
Max Electric Inc
McCarthy, Brian Keith
McDonald, Ranaid J
Morita, Garry T
Nagao Electric
Naka Builders
Nakano Electrical, T
Nowaki Electrical Inc
Okahara, Harold H
Okano, Tom T
Oskins Electric Company Inc
Pacific Air Control Inc
Pacific Isle Electric
Pagoda Builders

Parmley Services
Puna Electric Service
Raceway Electric
Racine & Associates
Sakamoto Electric & Appliance
Sauer Electric
Schilling Construction dba
Shima's Electrical Service
Sokach General, Michael
Space Options Inc
Steve's Electric Shop Inc
T & T Electric Inc
T & T Electric Inc.
Teve's Refrig & Air Conditioning Inc
Uchida Electric, Richard
Waikii Electric
Walter's Electric Inc
Wespac Electrical Contr Co
World Electric Corporation
Yamatani Electric

MAUI

A F B Construction Inc
Adobe West Inc
Albright, Chris R
Andreas Electric &
Arisumi Brothers Inc
Badua Contra/Badua Elec/Badua Plumb,
A
Blue Pacific Electric
Bowes Electrical
Brite Electric Inc
Clifton Electric dba
Delta Electric
Du-Watts Electric Inc/
Edwards, Paul A.
Electrical Construct
Electrical Express Inc
Electrical Maintenance/E M S Inc
Electrician Maui dba
Euro Electric Service
F & W Electrical Service
Ferreira, Paul S
Fujikawa, Masao
Full Line Electric
Helm, Guy G
Hew Electrical Service
Hudson's Electrical Service
Ikeda, Ray H
Inter-Island Electric
Island Electric Maui
Island Interior Construction/James Tharp
J & B Electric
J/R Electric, Noah Inc dba
Jimmy K's Electric
Joyo's Electrical Service
Kapp Electric
Kihei Electric & General Contractor
King Construction
Kula Electrical Repairs and Maintenance
Lahaina Electric Inc
Lau Hee Electric
Light Electric
Lite Electric
Lucyk Electric Co. G
Lum Ho, Henry Melvin
Mangione, Ciro J
Maui Electric Co Ltd
Maui Light House Inc
Mauka Electric Company Inc
McNamara, Kevin J
Miyahira Bldg Contractor Inc, K

Molina's Electrical
Neptune Electric
No Ka Oi Electric Inc
Noah Inc
Northwest Electric
Ogawa Electric Inc
Pacubas, Paul P
Pak Electric
Paradise Electric
Paz Electric, Z P
Page 2
Piltz Electric Service Inc
Pyramid Electric
R M S Electric Service Inc
Rick's Electric
Rodney's Electric
Ryan Electrical Service/Cornerstone Elec
Ryan Electrical Svc
Seto, Lester M
Smith, Stephen E
Son's Electric
Son-Light Electric Inc
Sumida, Tamashi
Sunrise Electrical
Sunset Electric Inc
Tamanaha, Jerry H
Tashiro Inc, Tokuo
Teshima Electric Inc
Tru-Lite Electric Inc
Up-Country Electric
V's Electric
Wagner, Lawrence J
Williams Electric
Yap's Electric
Zip Electric

MOLOKAI

C Y Electric Inc

KAUAI

A & I Inc
Allied Electric Inc
Barnes Electric
Communications & Electrical
Dawbarn, William B
Fermin, Santiago S
Gaber, Carl
Honnet, Eugene H
Horita Electric Contr Co Inc, D T
Inouye, Douglas J
J R Electric
Kaiharu Electric
Kapaa Electric & App
Lord's Electric
Lorenzo Sr, Juan P
Mayer Woodcrafts & Electrical, Dean A
Miyazaki Electrical Contractor
Nakagawa Electrical, S
Nakamura Electric
Pacific Coast Construction
Pacific Connections
Pali Kai Electric dba
Quel's Electric
R Electric Inc
Rico Electric
Ron's Electric Co
Six-Seven Electric Company
Tamagawa, Robert
Trans-Pac Electric Inc
West Power - Electrical Contractor
Zafirides, Nicholas

C-14**Sign contractor.**

To fabricate and install electrical or non-electrical signs and sign devices for the purpose of display, advertising, or directions, and to install all sign supports and sign accessories.

OAHU

AA Signs
 AA Electric Ltd-Sales & Service
 Architectura Identity
 B K S Enterprises Inc/Island Neon
 Brandy Signs Inc
 Creative Signs & Graphics Ltd
 Down Under Enter Ltd/Sign Craft
 Gusalino Bros Construction Inc
 Hawaiian Sign & Design
 Honolulu Sign Co Ltd
 D Y Mikami Construction Inc
 Neon Electric Service Ltd
 Neon Hawaii Inc
 Peterson Sign Co Inc
 Prime Construction Inc
 Safety Eqpm't & Sign Co/Unisign Systems
 James Saiki
 Sign Craft
 T V W Ltd
 Unisign Systems

HAWAII

T & T Electric Inc.
 Taft Jr, Karl M

MAUI

Ferreira, Paul S

KAUAI

Dow Construction, Phil

Hawaiian Telephone Co
 Heeia Electric Inc
 Honeywell Inc/Commercial Buildings Group
 Johnson Controls Inc
 Kimura Electric Inc
 King's Electrical Services Inc
 Arnold H Y Lee
 M & I Electric Co Inc
 Michael Ryan Corp
 Mosler Inc
 N Y Corp/Pacific Systems Engineer
 Nakai Electrical Service
 Natural Resources Inc
 NEC Business Communication System(Hawaii)

Oahu Electric Inc
 Oahu Electrical Contractor Ltd
 Pacific Communication Systems Inc
 Pacific Fire Protection Inc
 Pacific Machinery
 Pacific Systems Engineer/N Y Corp
 Pacific West/The Triad Inc
 Paek Electric Company
 Parks Electric
 Rite Way Electric Co Ltd
 Sears Roebuck & Co
 Sentinel Silent Alarm Co Inc
 Simplex Time Recorder Co
 Sonitrol of Hawaii Inc
 Ted's Wiring Service Ltd
 United Cable and Telephone

C-15**Electronic systems contractor.**

To install electronic equipment and electronic controls, including but not limited to, public address, intercommunication, master antenna, and music distribution systems, CATV systems, master and program clock systems, electronic teaching devices, and other systems including electric door opening devices and fire and burglar alarm systems.

OAHU

AA Electric Ltd-Sales & Service
 A-1 A-Lectrician Inc
 Alert Alarm Inc
 Alert The Centre Inc
 American Electric Co Ltd
 American Telephone
 Audissey
 Butler Telecom Inc
 Career Design Management dba Audio Tech
 Central Security Systems Inc
 Controls Inc
 Correa & Son Inc
 Electrocybernetics
 Electronic Service Inc
 Vu Foto Inc
 Fujitsu Business Community
 G & L Professional Sound Audissey
 G T E Hawaiian Telephone
 Gemini Communications
 Grant's Electric/Electrical Quality
 H S Q Technology Corp Co
 John J Harding Co Ltd
 Hawaii Alarm Systems Inc
 Hawaii Instrumentation Cntr Inc
 Hawaii Sound Systems

Viking Mecon Fire Protection
Wired-Right Inc

HAWAII

Chinen Electrical, M
Electronics Hawaii Inc
Kona Electric
Realty Construction
T & T Electric Inc

C-15a

Fire and burglar alarm contractor.

To install, maintain, and repair central fire and burglar alarm systems.

OAHU

Alarm Guard Equipment Inc
Alert Alarm Inc
Automatic Sprinkler Corp of America
Blevins Electric Inc
Buildings Group
Custom House Inc
Custom Security System
Digi-Tech Alarm System
Hawaii Alarm Systems
Honeywell Inc/Commercial Inc
King's Electrical Service Inc
Pacific Fire Protection Inc
Pacific West/The Triad Inc
Sears Roebuck & Co

Telecable Systems Inc

MAUI

Adrian's Electronic Inc
Ferreira, Paul S
Hew Electrical Service

KAUAI

Welles, Douglas H

Security Alarm Shop
Sentinel Silent Alarm Co Inc
Simplex Time Recorder Co
Sonitrol of Hawaii Inc
Ted's Wiring Service Ltd

HAWAII

All Island Security
Hilo Town Service
HTS Company
Island Security
Marmie, Raymond F
World Electric Corporation

MAUI

Digital Security
Maui Light House Inc

C-16

Elevator contractor.

To assemble and install and maintain sheave beams, motors, sheaves, cable and wire rope, guides, cab, counterweight, door assemblies, hydraulic systems, automatic and manual control systems, signal systems, and all other devices, apparatus, and equipment for the safe and efficient installation and operation of electrical, hydraulic, and manually operated elevators, dumb waiters, moving walks or ramps, conveyor systems, stage lifts, escalators, and man lifts excluding any lift or conveyor used in constructing a building or structure.

OAHU

Access Lifts of Hawaii
Centric Elevator Corporation of Hawaii
Dover Elevator Company
Ganzer Brothers Inc
Hawaiian Pacific Elevator Corp
Island Elevator Corp
Mec Elevator
Mitsubishi-Centric Elevator Co
Montgomery Elevator Co

Otis Elevator Company
Schindler Elevator Corp
Starr and Company Inc
U S Elevator Corporation
Ultra One Electric Inc/Ultra Electric
United States Elevator
Westinghouse Electric Corporation

MAUI

Fuku Construction Inc

C-16a

Conveyor systems contractor.

To install belt line conveyor systems including installation of baggage carousels.

OAHU

Airline Baggage Handling
Aubry Co Inc, Lloyd W
Commercial Shelving Inc
Four-A Electric

Higging International
Starr and Company Inc

HAWAII

Midsea Big Island Construction

C-17

Excavating, grading, and trenching contractor.

To dig, move, and place earthen material for a cut, fill, grade, or trench, including the use of explosives in connection therewith.

OAHU

James M Abrigo Jr
Paul Akiona Contractor
Moses Akiona Ltd
Akiona Sons Construction
Ararat Company
Arbol Mulching Corp
B & C Trucking Ltd
Clarence Bento
Gale F Berenge
Bill's Crane Service Inc
Calif Drill & Blast Co Inc
Coralco Corp
D & C Plumbing Inc
Don's Tractor Service
Ed's Demo/Excavation & Land Clearing
Edwards & Sands Construction
Erik Builders Inc
F M A Masonry
Harmon Constructors
HCI Incorporated
Home Repairs/dba Doors Inc
Ideal Construction Inc
James Kellar & Associates
Korl Construction Inc
L T Kuwasaki Inc.
Richard H S Lee Inc
M P Equipment
Medeiros Trucking Service Inc
Mepac Services Inc
Harry Nakai Inc
M Nakai Repair Service Ltd
F Nakamura Enterprises Inc
Noe's Excavating
Norman's Tractor Service
F T Opperman Co
Paul's Hauling & Tractor
Noel H Pfeiffer Home Repairs
Pioneer Contracting Co Ltd
Projects Plus Inc
Road Builders Corporation
Alan Shintani Inc
Site Engineering Inc
Charles E Spencer Inc
Ray L Spickler Sr
Structural Systems Inc
Tajiri Lumber Ltd
R M Takeuchi Inc
James L K Tom Inc
Tomihama & Sons Inc
Alvin K Toyama
Transcend Inc
Trees of Hawaii Inc
Trees of the Tropics
United Excavation Equip Corp
Robert Wong-Ha Inc
Atom G Yamaki
Ed Yamashiro Inc

HAWAII

A.C.E. Excavators Inc.
Ah Sing Jr, Alfred J
Andrade Land Clearing, Alan
Andrade Service Inc

Au Jr Contractor, William R
Bento's Service
Bertelmann Inc
Big Island Paving Company Inc
Branco, Jack L
Bryson's Cinders
C C & K Trucking Service
Cardoza, Leonard
Chow Excavation Co, L
Chow, Wallace
Cowell, William E
DeCambrá, Fentiman F
DeRego, Gary A
Earth Bros Homelot Inc
Frasure, Ray E
H & H Construction/H & H Develop Corp
Honolulu Woods
Ishii General Contr Inc, C & H
Ishimaru, Tamakichi
John's Land Clearing
Ka'u - Andrade Contracting Inc
Keoni's Electric
Kikai Construction Co
Kim Inc, Richard M C
Kitano Enterprises
Kiyosaki Tractor Works Inc
Kuwahara, Bryson T
L M Builders
Luke & Sons, James H
Matsumoto Inc, Teruo
Matsuoka Construction, Jay
Oskins Electric Company Inc
Otani Contractor Inc, R
Oye Inc, George M
Ramos Inc, Abraham S
Rapozo Field Service
Rivera And Sons Inc, E M
Rivera, Eugene
Rodrigues, Henry
Rodrigues, James
Soga, Manabu
Sugimoto Contracting, M
T & G Landscaping/Thomas Excavation
T & T Electric Inc
Thomas Excavation
Tom's Plumbing
West Hawaii Excavation
Yamada & Sons Inc
Yamada Transfer Inc
Yoeman Tractor, Bill
Yoshina Contractor, S
Young, Charles A C

MAUI

Abba Machinery
Aina Excavation & Grading Inc
Andrade, Richard K
Arisumi Brothers Inc
B & R Equipment
B & S Grading & Excavating
Backhoe Services & Excavation
Blasting Technology Inc
Charlie's Underground
Ferreira, Paul S

Fong Construction Co Ltd
 Fujimoto Nursery & Landscaping, T
 Gomes Builders Inc/Hawaii Fence
 Company
 Gomes Construction Inc
 Hookano Paving Co Inc
 Ige Construction Inc, E T
 J D H Limited
 Jacintho dba J.J.'s Excavating
 Jerry's Land Clearing & Bulldozing dba
 M & S Trucking Inc
 Maui Equipment Engineering Corp
 Pacific Drilling Ltd
 Rosa's Excavating
 Shimizu & Sons Construction Inc
 Suzuki Construction, Henry
 Vick's Paving Inc, Sonny

MOLOKAI

Friendly Isle Constrn & Equipment Inc
 Patterson Construction & Trucking Inc

KAUAI

Bonar Construction
 Dye General Contractor, Martin L
 Island Gardens
 Kobayashi Trucking & Equipment Inc
 Leal's Contracting Inc
 Palama Contracting Backhoe, Arthur
 Rego Dump Truck Ltd
 Sanchez Jr, Manuel
 Thronas Concrete & Bobcat Service, D.R.
 Thronas Inc, O
 Thronas, Samuel K

C-20

Fire protection contractor.

To lay out and install approved types of fire prevention and protective systems, including all mechanical apparatus, devices, piping, and equipment appurtenant thereto. The licensee shall have the ability to comply with applicable provisions of the National Board of Fire Underwriters (NBFU) standards to meet all requirements of the local authorities having jurisdiction.

OAHU

Action Fire Sprinkler Corp
 Alliance American Fire Protection Inc
 Au's Plbg & Mtl Works/Hi Hotel & Restnt
 Automatic Sprinkler Corp of America
 Continental/Mecon Jo
 Correa & Son Inc

Cosco Fire Protection Inc
 Dearing & Associates
 The Delaney Corporation
 Fire Control Ltd.
 Fire Systems West Inc
 Grinnell Corporation
 H & S Fire Protection/Heuberger Inc

C-19

Asbestos contractor.

To engage in any activity involving the application, enclosure, removal, encapsulation, renovation, repair, demolition, or other disturbances of asbestos or asbestos-containing material that may become friable.

OAHU

All Possible Builders Co
 Alpha Insulation Inc
 B C P Construction Of Hawaii Inc
 Brand Of California
 Brewer Environmental Industries Inc
 Bob Canaday Enterprise
 Cascana Construction
 Cooper Incorporated/Cooper International
 Coraico Corp
 Davidson Abatement
 Earth Protective Services
 Environmental Construction
 Environmental Control Specialists
 Far West Rfg & H M Import Ag Inc
 Gusalino Bros Construction Inc
 Iconco Of Nevada Inc
 Industrial Resources Inc
 Thomas W Kolter
 Michael Harold Lescak
 Marco of California
 Mepac Services Inc
 National Hazard Control
 Moli S Ngatuva
 Peterson Fire Protection
 Petro Power Insulation
 Stan's Contracting Inc
 P T & L Environmental
 P W Stephens Contractor
 Sublett and Associate
 Unitek Insulation Inc
 Unitek Technical Services
 Wayne C Watkins

MAUI

Braun Jr, Albert C
 Despins General Construction Inc

Hawaii Instrumentation Cntr Inc
Heide & Cook Ltd
Honolulu Plumbing Co Ltd
Metropolitan Mechanical
Ralph K Miller Ltd
National Fire Protection Co Inc
Oahu Air Conditioning Service Inc
Oahu Plumbing & Sheetmetal Ltd
Pacific Fire Protection Inc
Per Inc
Professional Fire System
Reliable Fire Protection
Standard Plumbing Co Ltd

Richard K W Tom Inc
Total Fire Systems
Tracy's Contracting Inc.
Viking Mecon Fire Protection

HAWAII

Island Fire & Safety Inc

MAUI

E & B Plumbing Inc
Leis Co Inc, Dorvin D

KAUAI

Ironwood Plumbing Co Inc
Menehune Plumbing Co

C-20a

Dry chemical fire repressant systems contractor.

To install tanks, piping, and sprinkler heads in kitchens and range hoods.

OAHU

Fire Safety Unlimited
National Fire Protection Co Inc

HAWAII

Hilo Fire Extinguisher

C-21

Flooring contractor.

To apply or install floor covering material such as linoleum, rubber, vinyl, cork, asphalt, plastic aluminates, or other materials that are by custom and usage accepted in the construction industry as composition flooring, including the installation of wood floor covering and also to include floor sanding and refinishing of floor surfaces.

OAHU

A & M Flooring
A K L Co
A-1 Construction Corp
Ace Flooring Co Inc
Alii Flooring Inc
Allied Floor Corp
Barney & Son Flooring
Bouganville Wholesale/Carpet
Barn/Carpet
Brian's Floorcovering
Bruce's Modern Floor
Carpet Installers Hawaii Inc
Carpet Masters
Carpet Service & Sales
The Carpet Shoppe/American & Drapery
Charley's Flooring
Classic Floor Covering
Craig & Company Ltd
Custom Floors
Darlington Flooring
Deluxe Floor Covering
Kevin D Dick
Fine Flooring
Floor Trends Hawaii Inc
Floors of Hawaii/Fashion Floors Hi
Floortech Inc
Thos Fujikawa Painting Co Inc
G Y M & Associates
Galleon Co Inc/Galleon Floorcovering
Gary's Carpet & Drapery Inc
Gentry-Pacific Ltd
Dorian K Gustavson
H Flooring
Hi Mini Blind Flooring & Warehouse Inc

Holby's Inc
Homeowners Design Center
Honolulu Roofing Co Ltd
Ezra Hookano
David K Imose
Interiors Hawaii Inc
Island Flooring Co Inc
J T Custom Floor Covering
Kaimuki Carpenter Shop Inc
Thomas Y Kaneshiro Inc
L T Flooring
L Y Floorcovering Specialists
Liberty Floor Covering
Luxon Bowling Service
Herbert Y Matsumoto
Metro Builders Inc
Nishimura Floor Service
Pacific Riggers
Pacific Terrazzo & Tile
Palm Spring Rode Brothers Floors
Progressive Floor Co
R & S Flooring
Ray's Carpets
Rode Bros Palm Springs Inc
Rugclaimers Hawaii Inc
Sears Roebuck & Co
Select Striping
Drake I Sensui
Society Painters Inc
Gwen & Tony Torres Co
Touchstone Textiles
Triple K Carpet
Unitex Technical Services
W E Painting Inc
Wally's Flooring Inc

Wayne's Carpet Hut Kaimuki
Western Pacific Co Ltd
Wright Carpet Inc
Yoshikawa's Flooring
Yuki's Flooring

HAWAII

"A" Installations
Artistic Flooring
Bennett Tile/Kamuela Carpet & Tile
Big Island Carpet & Ceramics
Cabalar, Tereso C
D A Custom Flooring
Drapery Company of Hawaii
Gomes Floor Covering Inc/Carpet & Vinyl
Hilo Pacific Roofing Co Ltd
Ishii, James U
Kamuela Carpet & Tile/Bennett Tile
Kumiji, Leslie T
Les' Carpet & Drapery Install Inc
Matsuyama & Sons, George
Mike's Flooring Inst
North American Tile Corp
Pacific Island Floors Inc
Paul's Enterprises Ltd
T Carpets
Takamoto, Wally K
Tony's Flooring
Western Pacific Interiors Inc
Y H Contractor
Yamamoto, Teruo

MAUI

Al's Carpets Inc
Arisumi Brothers Inc
Doran, Richard A
Endo Painting Service Inc
Flor-Deco
Fuku Construction Inc
Hawn Carpet One dba HCD Corp
Hawn Ceramic Tile dba HCD Corp
Kahului Carpet Drapery Product Inc
Ke Ano Floor Covering
Lahaina Carpet Co
Maui Hardwood Floors
Naka Carpet & Drapery Inc
Nickens, Steven C
Suda Construction & Mason Inc
Top's Roofing Co Ltd
Valley Isle Painting

KAUAI

Harvey's Flooring
Johnson Flooring Co
Kauai Floors Inc
Kauai Rattan & Flooring Inc
Levac Flooring Company
Nezbeda Tile Inc
Paradise Floor Covering
Parducci, Conrad H
Tamura Floor Sanding & Finishing
Wailei Flooring

C-22

Glazing and tinting contractor.

To glaze or tint frames, panels, sash, and doors. To assemble and install window wall and curtain wall, shower doors, tub enclosures, mirrors, metal windows and screens, metal sliding doors, metal жалousies, store front metal and trim, plastics, tempered glass doors; including items as frames and hardware and any allied products not stipulated above but affiliated with the glass and glazing industry.

OAHU

A A Aluminum Products Inc
A B C Glass Company Inc
A M I Glass
Ace Glass & Metals
Acme Glass & Aluminum Inc
Karl D Adams
Alii Glass & Metal Inc
Alpha Glass Inc
H Andersen Construction
Architectural Glass Inc
Artistic Shower Door Co Inc
Bay Glass & Steel
Bowker Glass Inc
C T I Ltd
California Glass Co Inc
Center Glass Company
Century Glass Inc
Century Home Special
Christian Glass
Construction Aluminum Co Inc
Design Build Inc
Frank J. Fujii
Glass Systems
Glass Work Finishers
Granger-Pacific Inc
Hardware Hawaii Ltd

Harmon Contracting/W S A Inc
Hawaii Metal Forming Corp
HD & C Interiors Ltd
Honolulu Glass Inc
Honolulu Roofing Co Ltd
Island Screen Inc
J B L Hawaii Ltd
J M Glass Services
Jalousie Hawaii Inc
Jel Door Service Inc
K K K Aluminum & Glass Inc
Ron Kalt Associates
Kalu Glass Company Inc
G T Kitagawa Painting
McKinney Glass Inc
Mel's Glass & Mirror
Mid-Pac Lumber Co Ltd
Mike's Glass & Service
Mililani Glass & Screen
Arthur F Nitahara
Nobu's Glass Sales & Service
Reflections
Screens & Things
Servdor Inc
Super Sky Products
W S A Inc/Harmon Contract

W S J Glass & Metal
X Y Z Glass & Metal Service Inc

HAWAII

Aluminum & Glass Center
Central Pacific Glass Inc
Glass Shop/Kona Glass Shop Inc, The
Hawaii Island Glass
KKRC Water Source
Kona Glass Shop Inc/The Glass Shop
Rose Glass and Solar
Sonomura Contracting Co, M
Waimea Glass & Screen

MAUI

Aloha Glass Sales

Arisumi Brothers Inc
Asian Glass
Central Masonry
Fuku Construction Inc
H M F Services Inc/H M F Services Maui
Island Glass Tech Industry
Pacific Glass & Aluminum
Suda Construction & Mason Inc
Superior Glass & Aluminum Inc
Torigawa Inc
Weet Maui Glass

KAUAI

Kauai Aluminum & Glass Inc
S & T Glass Inc

Grady L Pauley dba Pauley &
Assoc.Constr
Peerless Roofing Co Ltd
Pharoahs Construction
Pioneer Contracting Co Ltd
Projects Plus Inc
Richardson Construction
Alan Shintani Inc
Site Engineering Inc
Spaces Contracting Services Inc
Stan's Contracting Inc
Tajiri Lumber Ltd
Young's Contracting

HAWAII

Au Jr Contractor, William R
Banker General Contr Inc, G T
Barton Construction
Barton Construction Co, Frank
D G L Construction Co
I L G Enterprises Hawaii Inc
Isemoto Contracting Co Ltd
Ishii General Contr Inc, C & H
John's Home Improvement
Kikai Construction Co
Luke & Sons, James H
O'Neil's Contracting
Oschner Builders

Rivera And Sons Inc, E M
Whitley Construction
Yamada & Sons Inc

MAUI

Carter Construction
Dugled, Jacky R
Hawaii Building Contractors Inc
J D H Limited
Joe's Contracting
Kinores Masonry
Maui Roofing Inc
Mondello Inc
Travers Construction

LANAI

A & M Borges Inc

KAUAI

B C O Inc
Bay Pacific Inc
C W D Construction
Harmony Construction
Leemo Construction
Milks Construction
R R Construction
Rego Dump Truck Ltd
Thronas Inc, O
Thronas, Samuel K

C-22a

Glass tinting contractor.

To apply any material or combination of materials to surfaces described in the C-22 classification above, to provide a tinting shield from natural or artificial light.

OAHU

Mikami Construction Inc, D Y

MAUI

H M F Services Inc/H M F Services Maui

C-23

Gunitite contractor.

To pneumatically apply aggregates, cement, and water as gunitite and finish the surface; including the setting of ground wires and pencil rods to establish the finished surface planes.

OAHU

All Pool & Spa Inc
Custodis-Cottrell Inc
Gunco Inc/The Gunitite Company
K.M.A Kuga's Contractor Inc
Nilasoni landscaping Inc
Peter B Nottage
Power Construction Inc
Precision Granite Inc

Reintjes Co. George P.
Schnabel Foundation Co
J F Snow Corp/Jerry F Snow & Assoc
Williams & Associates

HAWAII

Bolton Inc

MAUI

Day, Jack D
F & M Contractors Inc

C-24

Building moving and wrecking contractor.

To move, post, or demolish structures including removal of debris and to dismantle or free specific portions of a structure in order that it can be raised and moved. Posting shall be limited to placing structure in position on property only and renovations shall not be included.

OAHU

Aji's Cabinets & Contracting Company
Moses Akiona Ltd
Ben Badua Renovation
Bedlar Corporation
Cascana Construction
Cleveland Wrecking Co
Concrete Coring Co of Hawaii Inc
Coralco Corp
D & M Contracting Inc
R.C. Derrick & Son Builders Inc
Ed's Demo/Excavation & Land Clearing
Edu-Tech Corporation
Enos Enterprises Limited
Haitsuka Brothers Ltd

Harold E Holde
Iconco Of Nevada Inc
Ideal Construction Inc
T Iida Contracting Ltd
Island Demo
James Kellar & Associates
Robert J Kiefler
Kori Construction Inc
L T Kuwasaki Inc.
L S A Construction Inc
Richard H S Lee Inc
M P Equipment
Mepac Services Inc
Theodore H Onishi
David Owyang Contractor

C-24a

OAHU

Toyama, Alvin K

C-25**Institutional and commercial equipment contractor.**

To install industrial instrumentation including, but not limited to pneumatic instrumentation systems, laboratory equipment, lockers, and food services equipment, folding and sliding partitions, folding bleachers, stationary metal partitions, raised floor systems, prefabricated systems using metal chutes, incinerator, stages and rigging of stage curtains and racks, jail and prison equipment, and related locking devices or control systems, and other equipment and materials as are by custom and usage accepted in the construction industry as institutional and commercial equipment work.

OAHU

Abex Corporation
Advanced Wall Systems Inc
Aji's Cabinets & Contracting Company
Moses Akiona Ltd
Aloha State Refg & Air Cond Inc
Aloha State Sales Co Inc
Aloha State Services
American Mech & Service Corp/dba
Amsco
American Sterilizer
Atco Inc
Cascana Construction
Central Parking Service
J R Clancy Inc
Commercial Shelving Inc
Creative Management Corp/Drywall
Systems
D & D Industries Inc
D & M Contracting Inc
Dillingham Construction Pacific Ltd
Edu-Tech Corporation
Enos Enterprises Limited
Executive Coffee Service
W H Fiddler Co Ltd
William Haxton
Harold E Holde
Hunters Inc
Ideal Construction Inc
J B L Hawaii Ltd
Johnson Yokogawa Company
James Kellar & Associates
Koa Mechanical
L S A Construction Inc
Lee's Refrg Sales & Service Inc
Library Equipment Co Inc
Mepac Services Inc
Michael Ryan Corp
National Air Systems Inc
Oahu Restaurant Supply Inc
Theodore H Onishi
David Owyang Contractor
Pacific Stainless Products

Charles Pankow Ltd dba
Grady L Pauley dba Pauley &
Assoc.Constr
Peerless Roofing Co Ltd
Petrex Inc
Pharoahs Construction
Pheung Abex Corporation
Projects Plus Inc
Pryco Inc
Richardson Construction
Alan Shintani Inc
Spaces Contracting Services Inc
Sports Unlimited
Stagecraft Industries
Stearns Airport Equipment Co Inc
Alvin K Toyama
Tracy's Contracting Inc.
Universal Security Production Inc
W D I Co Inc
Young's Contracting

HAWAII

Au Jr Contractor, William R
Banker General Contr Inc, G T
Barton Construction
Barton Construction Co, Frank
D G L Construction Co
I L G Enterprises Hawaii Inc
John's Home Improvement
Kikai Construction Co
O'Neil's Contracting
Oschner Builders
Whitley Construction

LANAI

A & M Borges Inc

KAUAI

B C O Inc
Bay Pacific Inc
C W D Construction
Harmony Construction
Leemo Construction
Milks Construction
R R Construction

A & L Landscaping & Maintenance
Svcs.Inc

Accent Landscape & Irrigation
Accent Landscape & Refrigeration
Agriculture International Inc
Aina Haina Home Garden Center Ltd
Akahi Services Inc
Akamai General Services
Akamai Landscape & Maintenance
American Pacific Isle
American Piping & Bo/E E Black Ltd
Apex Landscaping
Aquascapes Inc
Arbol Mulching Corp
Back to Eden Inc
Bill Barnette Landscapes Inc
Beautiful Gardens Pacifica
E E Black Ltd
E E Blas Roofing Co
Greg Boyer Hawn Landscapes Inc
Brewer Environmental Industries Inc
C & B Masonry
Castle & Cooke Properties
Chikara Landscaping & Yard
Eric H L Ching
Creative Landscaping Inc
D P D Inc
DeBiasi Landscape
Designer Built System
Diamond Head Plants Inc
Ah Chong Dung
Evergreen/Plantscape
Garden's Delight
Jack C George
Glad's Landscaping & Tree Trim Inc
Grace Pacific Corporation
Green Thumb Inc
John Groark & Associates Inc
H C Contractors Inc
K Hashimoto Nursery
Hawaii Landscape & Nursery Inc
Hawaii Stone Masonry
Hawaiian Foliage & Landscaping
Hawaiian Landscape & Nursery Inc
Hawaiian Landscape Company
Hoe Landscaping Sprinkler Inc
Hokuahi Lawns Inc
I & J Construction Inc
Imua Landscaping Co Inc
Ishii Landscaping Corp
Isle Landscaping
Kalihi Nursery & Landscaping Inc
Stanley T Kashiwai
P G Kuniyoshi Landscaping Inc
Landscape Management
Landscape Services Co
Landscape Systems/Pikake Landscape
Lau Scott B
Apolosi Lauhinga Contracting
Lawnkeeper's Hawaii
Leeward Landscape Inc
Loves Landscaping Co
Lyman Landscapes
Mafie'o Construction
Mahana Landscaping Inc
Masa's Landscaping
K T Mataele Contracting
Maunawili Landscaping
Milo Nursery & Landscape
Mokuleia Landscape
Kevin J Mulkern
Muramoto Landscaping
Nagai U S A Inc
F Nakamura Enterprises Inc
Takano Nakamura Landscaping Inc
Rick Nakashima's Landscape

James T Nakata Landscape
Naniola Gardens
S Narikawa Nursery
New Creation Landscaping
Charles Nii Nursery Inc
Oahu Tree & Stump
P & B Landscaping
Pacific Landscape Corporation
Pikake Landscape Maintenance
Progressive Landscaping
Pua Lani Landscape Design Inc.
Quality Turfgrass & Service
Reliable Service & Gardening Corp
Roberto Landscaping
Rolea Inc/C & B Masonry
Royal Palm Construction
Saito Landscape Development Corp
Tadashi Sakurai
Sea of Green
Sekimizu Crane Corp
Servco Pacific/Evergreen Plantscape
Sherwood's Tree Service
Smalt & Co. Inc
Southern Turf Nursery
Steves Professional
Frank Suda Landscaping
Super Finish
Tahitian Tree Service
Tani's Landscaping
Tony's Lawn Maintenance
The Tree People & Aqua Plant
Tropical Plantscapes
Turf & Shrub Care Hawaii
Uluwehi Landscape & Nursery dba
Vining Inc
W J Landscape Services
Waterscapes
Windward Tree Trimmer/Steves
Professional

HAWAII

Ah Sing Jr, Alfred J
Big Island Landscaping
Big Island Tropical Landscape & Nursery
Burgess Landscape S E
C & S Construction
Fred's Nursery
Hamasaki, Clement T
Hikari Nursery
Honua Landscaping Inc
Ishii, James U
Island Greens
J O Inc dba Pacific Overhead Door Co
K S B Inc
Kalaea Gardens
Kaneshiro & Sons Inc, L
Kohala Coast Irrigation
Kohala Plants Inc
Kona Landscaping/Hawaii Tree Services
Landscape Images Inc
Lavascapes
Luke & Sons, James H
Maryl Development Inc
Mauna Kaa Beach Hotel Corp
New Creation Landscape
Orchard-Marine Corp
Orchid Isle Landscaping
Pacific Kona Landscaping Inc
Pacific Overhead Door
Plants Inc
Plantscapes Nursery
Power & Assoc.Gene T
Reliable Yard Service dba
Rock & Waterscape Systems Inc

C-27**Landscaping contractor.**

To prepare plots of land for architectural horticulture and to provide decorative treatment and arrangement of gardens, lawns, shrubs, vines, bushes, trees, and other decorative vegetation; construct conservatories, hot and green houses, drainage and sprinkler systems, all types of rockscaping and ornamental pools, fountains, ornamental walls, fences, and walks, and placement of hydro mulching for ground cover and for containment of soil, to include installation of irrigation control electrical wiring that will carry 24 volts or less.

OAHU

808 Ahua Inc

Space Options Inc
Sunlight Gardening/Gene T Power &
Assoc

Tropic Flora Landscape
Tropical Landscapes
Waimea Landscaping

MAUI

Afemui, Pousima
Ag Services of Maui
Arisumi Brothers Inc
Bal Landscaping, R
Cabato Sprinkler System/Gardener's
Guild
Duey Irrigation Inc/
Fiefia Landscaping, T K
Fujimoto Nursery & Landscaping, T
Gardener's Guild/Cabato Sprinkler
System
Green Tree Landscapes Inc
Haiku Farms-Nursery & Landscape Co
Hawaiian Isle Landscapes
Herb's Landscaping
Island Landscapes/West Maui Landscape
Island Plant Company
Kauvaka's Contractor Inc
Lau's Nursery & Maintenance
Maui Landscape & Nursery
Sakaki, Carl H
West Maui Landscape

MOLOKAI

Makalapua Landscapes

KAUAI

Alii Landscaping & Maintenance
Fuller, Theodore M
Grasscuts
Kauai Hydro-Seeding & Landscaping
Kauai Nursery & Landscaping Inc
Kobayashi Trucking & Equipment Inc
Kokua Construction
Kupono Landscapes
Rosewood
Sanchez Jr, Manuel
Sandwich Isle Landscaping
Space Options, Inc
Thronas Inc, O

HAWAII

Fair Contracting Co Ltd
Fred's Contracting
Ishii General Contractor Inc, C & H
Ishimaru, Tamekichi
Island Tree Care
Jacunski's Complete Tree Service Inc
Kraus, Michael M

T H Contractor
Yamada Transfer Inc

MAUI

Pousima Afemui
Filimoeafu/Fili Etc, Renee Ma
Friendly Tree Trimming
Malafu Tree Trimming Service

KAUAI

Thronas, Samuel K

C-31

Masonry contractor.

To lay brick and other baked clay products, rough stone, cut and dressed stone, artificial stone and brick veneer, CMU, and structural glass brick or

C-27a

Hydro mulching contractor.

To place hydro mulch material as a bed for ground cover and for containment of soil.

C-27b

Tree trimming and removal contractor.

To prune, trim, and remove trees, including stumps, and restore ground to condition similar to adjacent area. Does not include relocation and planting of field grown trees.

OAHU

Agriculture International Inc
All Paradise Tree Service
American Pacific Isle
Ararat Company
Asplunch Tree Expert
Center Line Builders
Doral Construction
Fireplace Hawaii Inc
Glad's Landscaping & Tree Trim Inc
Hawaii Stone Masonry
Imua Landscaping Co Inc
Koli Contracting, Mosese
LSM Tree Service
Loves Landscaping Co
Mafile'o Construction
Mataele Contracting, K T
Mullen, Kevin J
P & B Landscaping
Pacific Paradise Service
Sandwich Isles Tree Care Inc
Sherwood Tree Service
Steve's Professional
Tahitian Tree Service
The Tree People & Aqua Plant
Trees of Hawaii
Trees of the Tropics
Windward Tree Trimmer/Steve's Professional

block, laid with or without mortar or adhesives, manufactured precast concrete facing and back-up panels and brick or block panel, installation of fire caulking, tuckpointing, sandblasting, mortar, washing, and cleaning related to masonry construction, to place and finish cement concrete, and to drill, saw, and core concrete.

OAHU

808 Ahua Inc
A G T Contractors Inc
A K L Co
Aczon Construction
Appao & Sons Masonry
Moses Akiona Ltd
Al Lee Contracting
Aloha Masonry Inc

American Pacific Isle
American Piping & Bo/E E Black Ltd
Andy's Contracting
Area Builder's Ltd
Arizumi Masonry/Great Shades
Au's Plbg & Mtl Works/Hi Hotel & Restnt
H Azama Masonry
Harry Azumi Masonry Inc
B & C Masonry Inc

Bud Bailey Construction Co Inc
Rogelio C Balais
Behling Inc
Clarence Bento
Bert's Masonry
E E Black Ltd
Block Masonry Inc
Bob's Masonry
Bobco
Brewer Environmental Industries Inc
Brikon Masonry Inc
Brown Construction Inc
C & B Masonry
C & T Masonry
Capital Home Improvement Corp
Caulking Hawaii Inc
Concrete Systems Hawaii
Construction Masters
Correa & Son Inc
Crown Masonry Inc
Crystal Marble Co
Cy & Serena Constructon/Cy's Constrn
Dura Constructors Inc
E & E Masonry Inc
E & W Corporation/E & W Roofing Co
E B M General Masonry
E K Masonry
E M Masonry
Epoxy Restoration
Erik Builders Inc
F M A Masonry
Fireplace Hawaii Inc
Keith De Freitas
Gasper's Masonry
Gem Construction Inc
Gima Tsuyoshi
Glad's Landscaping & Tree Trim Inc
Gordon Nelson Inc
Great Shades & Arizumi Masonry
Group Builders Inc
The Gunco Inc/The Gunita Company
H & C Masonry
H & R Construction Co Inc
H C Masonry
H G N Enterprises
H N Masonry Inc
G Hanzawa Ltd
Hardware Hawaii Ltd
Hawaiian Marketing & Wonderpool
Henry's Masonry
Hidano Construction Inc
Ross A Hiltbrand Masonry Inc
Home Repairs/dba Doors Inc
Horita Contracting & Bldg Supply Ltd

I & J Construction Inc
Satoru Iinuma Masonry
Iwamoto Construction
J M L Masonry Corp
Joe's Masonry
Johiro Brothers Inc
K & J Construction Ltd
K Masonry Inc
Kato Landscaping Inc
Harry W Kealoha
James Kellar & Associates
Larry Kodama Painting
Kori Construction Inc
Kowhai Enterprises
June Kumagai
L & F Masons
L K Contractor
Apolosi Lauhinga Contracting
Lecorp Construction
Richard H S Lee Inc
Leeward Home Builder
Lindsey Jonathan K
Liu Construction Inc
Lloyd's Masonry & Co
Lucas Construction
M F Masonry Inc
M Masonry
M's Masonry
Ted W Maly
Masonry Inc
K Masonry Inc
Masons of Hawaii Inc
Richard K Masuda
K T Mataele Contracting
Metro Builders Inc
Mikaele Tom K
Miya's Masonry Inc
G W Murphy Construction Co Inc
Kenneth Y Nakagawa
F Nakamura Enterprises Inc
Gordon Nelson Inc
New Creation Construction
New Wave Construction
Peter B Nottage
Nobu Okuhara Inc
Ono Construction Inc
F T Opperman Co
Orme Masonry
Harold Oshiro Construction
P A M C O Contracting
Pacific Paradise Service
Paul's Masonry
Grady L Pauley dba Pauley & Assoc.Constr
Noel H Pfeiffer Home Repairs
Pioneer Contracting Co Ltd
Okazaki Plasterers Inc
Pride Builders
Pua'Aina
Quality General Inc/Quality Masons Inc
R & C Builders
R K H Masonry.
R K L Concrete Specialist
RCM Construction Corp
Reef Dev of Hawaii Inc
Rolea Inc/C & B Masonry
Saluni Masonry Contracting
Sasaki Masonry
John Scimeca
Dan Serrao Builders
Mac Shannon Masonry
Toshio Shihara
Alan Shintani Inc
K Shioi Construction Inc

1/6-H
TILE FOR LESS
C-31

ny

Shiraki General Contractor
 J F Snow Corp/Jerry F Snow & Assoc
 Leonard S Song Inc
 Harry Kiyoto Sonoda
 Ray L Spickler Sr
 Steves Professional
 Stonecraft
 Michal M Stroup
 Structural Masonry Inc
 J M Sueda Inc
 Suncrete Hawaii Inc
 Douglas K Takata
 T Tamura Masonry Contractor
 Teisina Contractor
 Telos Construction Inc
 Tokuhara Masonry Inc
 Tokunaga Masonry Inc
 James L K Tom Inc
 Richard K W Tom Inc
 Tomihama & Sons Inc
 Alvin K Toyama
 George J Tsuda Masonry
 Tsumoto Development Corp
 Pulilek Tuihalafatai
 United Excavation Equip Corp
 Universal Masonry
 Valley Isle Masonry Inc
 VikingCraft Inc
 W & H Masonry Inc
 Wayne's Masonry
 Windward Tree Trimmer/Steves
 Professional
 Wonderland Homes Inc
 Robert S Yamamoto Contractor Inc
 Ed Yamashiro Inc
 S Yogi Masonry Inc
 Shigeo Yoshinaga Contractor

HAWAII

Alpha-Omega Gen Contractr/Oshiro
 Masonry
 Douglas K Awai Masonry
 Frank Barton Construction Co

Big Island Masonry
 Big Isle Construction Co Inc
 Bolton Inc
 Fentiman F DeCambra
 Fields Masonry
 Ray E Frasure
 D K Hall Construction
 Hawaiian Aloha Pools/Sorensen
 Masonry
 Hilo Builders Inc
 Ho'ohana A Hoa/Ho'ohana Inc
 Hukilau Construction
 Ted Keahiolalo Construction Inc
 Keauhou Contracting
 Knapp Masonry Co Inc
 L M Builders
 James H Luke & Sons
 Jay Mateuoka Construction
 Mead's Masonry
 Nakamoto Concrete & Masonry
 Alexander M Ohara
 Oshiro Masonry/Alpha-Omega Gen
 Contr
 Kenji Oshita
 Kiyoso Shiroyama
 Sorensen Masonry/Hawaiian Aloha
 Pools
 Tamarock Masonry Inc
 Paul Tashima General Contractor
 Tom's Plumbing
 Tomita Masonry
 Jim Tully Gen Con
 Vics Homes
 Y H Contractor
 S Yoshina Contractor
 William F Zuke
 C & H fshii General Contr Inc

MAUI

Arisumi Brothers Inc
 Bill's Masonry
 Bird Builders
 Central Masonry

Cherokee Enterprises/Jim Whitehead
 Const
 D N L Construction Inc
 Despins General Construction Inc
 Dobrovich General Contractor
 F & M Contractors Inc
 Paul S Ferreira
 Fevella's Masonry Inc
 Frank's Masonry
 Fuku Construction Inc
 Haleakala Masonry
 J B Masonry
 Kaona Masonry
 Kinores Masonry
 Maui Moss Rocks & Masonry Inc
 Rex Construction Inc
 Ross Concrete & Masonry
 Suda Construction & Mason Inc
 Rudy Tabbal Contractor
 John K Tomita
 Ward Construction & Masonry
 Jim Whitehead Constr/Cherokee
 Enterpr
 Japo I Yokoyama Bldg Cont Inc

MOLOKAI

R B Masonry

KAUAI

Callahan Construction Inc
 The Consolidated Corp
 Cornerstone Masonry
 Jim Fain Masonry
 Larry K Iida
 J L Custom Masonry
 Garth Masters Masonry Inc
 Petro Construction
 Spence's Masonry/Spencer's
 Masonry
 Franklin Ventura Inc
 Werner Construction dba
 Yost Enterprises Inc

C-31a

Cement concrete contractor.

To mix aggregates, cement, and water in order to make acceptable concrete; to place and finish concrete including the setting of screeds and forms.

OAHU

AGT Contractor Inc
 Akamai Builders Inc
 Akiona Ltd, Moses
 Architectural Restoration
 Arizumi Masonry/Great Shades
 Bailey Construction Co Inc, Bud
 Bomanite of Hawaii
 Brickwood & Associates, Arthur
 Concrete Coring Co of Hawaii Inc
 Crown Masonry
 Curbscape Hawaii
 Futura Stone
 Graham Concrete, K C
 Gym & Associates
 Haitsuka Brothers Ltd
 Hidano Construction Inc
 Horita Construction & Bldg Supply Ltd
 Ideal Construction Inc
 K M A Kuga's Contractor Inc
 Kellar & Assoc, James
 Kulani Construction
 Lee Contracting, Al
 Robert McMullan & Son

Mepac Services
 Moana Builders Inc
 Pacific Pool & Spa/T W Pools Inc
 Pioneer Contracting Co Ltd
 Projects Plus
 R K H Masonry
 R K L Control Specialist
 Shintani, Alan
 Structural Systems Inc
 Suncrete Hawaii Inc
 Takata, Douglas K
 Takeuchi Inc, R M
 Tom, James L K
 Williams & Associates
 Wonderland Homes Inc

HAWAII

Ackles, Joseph D
 Au Jr Contractor, William R
 C & S Construction
 Haraguchi Contracting Inc, S & A
 Hilo Construction
 Kikai Construction
 Kim, William C
 Kona Concrete Finishing

Lathrop Construction
 Leavitt Concrete Contracting
 Otani Contractor Inc, R
 Rivera and Sons Inc, E M
 Roper, Glen A
 Sonomura Contracting Co, M
 Stocksdale's Masonry
 Yamada & Sons

MAUI

Afemui, Pousima
 C M Construction
 Concrete Design Specialists Inc
 Crozier Corp, Patrick
 Day, Jack D
 DuJardin-Fowler Construction
 JDH Limited
 PCC Limited
 Tops Roofing Co Ltd
KAUAI
 Carpenter Craft Construction
 Marquez Concrete
 Medeiros Masonry Contractor
 Thronas Concrete & Bobcat Service,
 D.R.

C-31b**Stone masonry contractor.**

To construct ornamental walls, veneer walls, and structural walls or columns from stone, artificial stone, or veneer stone; to lay stone in a manner that an acceptable paved surface is obtained and to construct stone retaining walls with or without mortar, in conformance with building code requirements.

OAHU

Avalon Marble Granite
 Arizuma Masonry/Great Shade
 Bumanglag, Bernabe C
 Haunga Contracting Service
 Ika Ika Contractor
 Johiro Brothers Inc
 Koli Contracting, Mosese
 Kuwasaki Stone Wall Co
 Mafile'o Construction
 Namba Construction Inc, R I
 Nottage, Peter B
 Paul's Masonry
 Shintani, Alan

Tact Contracting
 Vea, Viliani
 West Beach Stone Masonry
 Windward Masonry Specialist

HAWAII

Fred's Contracting
 Island Rock Masonry
 Kaneshiro & Sons Inc
 Rivera, Eugene
 T H Contractor

MAUI

Crozier Corp, Patrick
 P C C Ltd

C-31c**Refractory contractor.**

To set or install high temperature fire clay and refractory products or equipment.

OAHU

Associated Insulation/Hawaiian
 Refractories
 Custodis-Cottrell Inc
 Dolan Jr, John B
 Dura Constructors Inc
 Edwards & Sands Construction

Feaomoeata, Heilala
 Hawaiian Refractories Inc
 Reintjes Co, George P
 S & M Sakamoto
 Shintani, Alan
 Throp & Son Inc, J T

C-31d**Tuckpointing and caulking contractor.**

To do tuckpointing, caulking, and sealing of concrete, block, and pre-cast stone and to caulk metal to concrete and masonry.

OAHU

A C Painting
 Caulking Hawaii Inc

Iwamoto Construction
 Shintani, Alan

C-31e**Concrete cutting, drilling, sawing, coring, and pressure grouting contractor.**

To cut, drill, saw, core, and pressure grout concrete.

OAHU

C M Z Co Inc
 Concrete Systems Hawaii
 Hunt/PSI Corp
 Maintenance Concrete
 National Concrete Sawing Inc
 Pavement Specialists

Structural Systems Inc
 Unitek Insulation Inc
 Unitek Technical Services

MAUI

Hawaiian Island Concrete

C-32**Ornamental, guardrail, and fencing contractor.**

Installation of all types of structural and nonstructural units for residential, commercial, and industrial construction, both interior and exterior including, but not limited to, folding gates, guardrails, handrails, stairs, fencing and gates, window shutters and grills, room dividers and shields, accessories, railings, and traffic safety devices.

OAHU

Moses Akiona Ltd
 Al-Tak Ornamental
 Aloha Fence & Ornamental Iron Crafts
 American Welding Inc
 Arizumi Masonry/Great Shades
 Bay Glass & Steel
 Brandy Signs Inc
 C C Engineering & Construction Inc
 C S & D Inc
 California Glass Co Inc
 Century Glass Inc
 Construction Aluminum Co Inc
 Custom Ornamental Iron Craft
 David's Fencing
 Diaz Fence Co Inc
 Fiesta Ornamental Iron Craft
 Warlito Ganitano
 Granger-Pacific Inc
 Great Shades & Arizumi Masonry
 Hawaii Ironcraft Ltd
 Hawaii Welding Inc
 Heide & Cook Ltd
 Honolulu Glass Inc
 Ideal Construction Inc
 Inamasu Welding Inc
 Independent Steel Inc
 Industrial Welding Inc
 Thee Iron Shoppe
 Island Erectors Inc
 Island Fence Inc
 Jayco Hawaii Inc
 K W L Services Inc
 James Kellar & Associates
 Koga Engineering & Construction Inc
 Lawrence's Welding & Repair
 Local Sheetmetal Inc
 M & G F Ironcraft
 Mepac Services Inc
 D Y Mikami Construction Inc

Ralph K Miller Ltd
Mutual Welding Co
Oahu Air Conditioning Service Inc
Oahu Plumbing & Sheetmetal Ltd
Pacific Canvas & Awning Inc
Pacific Fabrication Ltd
Pacific Fence Inc
Pacific Machinery
Pacific Ornamental Iron Craft
Pioneer Contracting Co Ltd
R T & M K Associates
Railings Inc
F Rondue Welding
S & M Welding Co Ltd
Safety Eqpm't & Sign Co/Unisign Systems
James Saiki
Salcedo & Son Roofing
Southwest Metalsmith
Stan's Welding
Tabilin Ornamental Iron
Emilio C Talavera
Alvin K Toyama
Unisign Systems
Waimalu Welding Co

Robert Wong-Ha Inc
X Y Z Glass & Metal Service Inc

HAWAII

William R Au Jr Contractor
Bob's Fencing Inc
Central Pacific Glass Inc
Isemoto Contracting Co Ltd
Kikai Construction Co
Kona Fence Company
L S M Mechanical Inc
E M Rivera And Sons Inc
Karl M Taft Jr
Yamada & Sons Inc

MAUI

American Fence Co Ltd
C M Construction
Paul S Ferreira
Fuku Construction Inc
J C & S Portable We
J D H Limited

KAUAI

Fuber Contracting Inc
Martin Steel Construction
Interstate Fence Co

C-33

Painting and decorating contractor.

To apply materials common to the painting and decorating industry for protective and decorative purposes, including highway and parking striping by the use of, but not limited to, emulsions, waxes, water repellants, epoxies, polyesters, urethane, liquid-glass, fibrous cement, and sandblasting, waterblasting, power cleaning, or steam cleaning preparatory to painting. Installation of wall surface covering, decorative, texturing, taping, and finishing of drywall.

OAHU

A & K Painting Co
A C & L Painting
A C Painting
A K L Co
A-Construction Waterproofins
Abhe & Svoboda Inc
Accent Wall Design
Ace Painting Company
Action Painting
Douglas Ahn Painting Inc
Akamai Painting Inc
Akimoto Painting Co
Al & Son's Painting
Aloha Painting Co Inc
H Andersen Construction
Anuene Painting Company
H K Aoki Painting Contractor
Apex Home Quality Paint
Apollo System Inc
Aquarius Painting Inc
Arakawa Painting & Wallpaper Inc
Arasato & Sons Painting
Architectural Acoustics Inc
Harry Asato Painting Inc
Astro Painting Co
Au's Painting Company
John S Axiotis
B & C Painting
B L H Painting
Babylon's Painting & Decorating Inc
Bill's Painting
Bob's Painting Service
Bryco Painting
C F A Painting Co
C N S Painting

Canaan Construction & Decorating Ltd
Tom Catton Painting
Century Home Special
Certified Coatings
Chemical Painting Co
Ralph Chun Painting
Chun's Painting & Decorating
Coastal Construction Co Inc
Color Dynamics Inc
Commercial Painting
Fred Cripe Contractor dba Affordable
Custom Painting
D & D Industries Inc
D M R Contracting & Painting
Diamond Construction
Dias Painting
Dunkin & Bush Painting Inc
Earl's Painting & Wallcovering Inc
Elite Painting
Ellison & Sons' Wallcovering
Far West Rtg & H M Import Ag Inc
Patrick T. Figueroa
Robert J Fitzgerald Country Painting
Thos Fujikawa Painting Co Inc
Fuku's Interiors Inc
Gaoiran Wallcovering
Garcia & Wong Construction Inc
Fred L Gordon
Hana Painting Inc
Robert S Hara Painting
Hara's Painting
Hardware Hawaii Ltd
Hawaii Painting & Wallcovering Inc
Hawaii Painting Service
Hayes Remodeling & Redecorating
Henry's Painting

Brian Hepton
Lance Higa Painting
Hirota Painting Co Inc
Home Consultants Hawaii
Home Repairs/dba Doors Inc
Hong's Painting Corporation
Honolulu Industrial
Honolulu Painting Co Ltd
Honolulu Roofing Co Ltd
Hotta Painting
Imua Builders Service Ltd
Innovative Painting
Island Budget Painting
J J T Painting Co
Jade Painting & Decorating
Leonard Jaeger
K J Y Painting
Kaneohe Rentals & Repair
Masaki Kaneshiro Builders
John M Kaneshiro
Kansaki & Son Painting
Raymond Kato Painting
Kawika's Painting
Keaka's Islander Painting
Kikuta Painting Corp
G T Kitagawa Painting
Norman Koike Painting
Kowhai Enterprises
J T Kunichika Painting
Jitsuo Kunichika Painting
M M Kunichika Painting
Kurihara Painting Co Ltd
L P Painting Inc
L W Inc
Dan Lagon Painting
Leakmaster Roofing & Waterproofing Inc
Lee's Painting
Leeward Painting
Dominic Leonard
Liberty Painting & Decorating
Living Enter/Hawaii Roofing/Akamai Roof
Long Painting Company
Gary B Lucero
M & M Painting
Madias Brother's Inc
George J Madrid
Mahalo Roofing
A Marabelles Painting
Earl Y Matsunaga
Tom McCall Interiors
Robert McMullan & Son
Metro Painting & Environmental Systems
Metropolitan Maintenance Inc
Metropolitan Painting & Environmental
William T Motofuji
N & Y Painting Co
Hachiro Nagatoshi
L S Nakamoto Bldg & Pntg Inc
Theodore Y Nakamura Inc
Yoshimasa Nakamura
Nakaoka Painting Inc
Narikawa Painting Co
New Cycle Corporation
Moli S Ngatuvai
Nikolaos Nikolaidis
G K Nishimura Painting
Norton Homes Inc
Oahu Air Conditioning Service Inc
Oahu Painting & Decorating Inc
Oahu Plumbing & Sheetmetal Ltd
Okamura Contractor Inc
Randall M Okawa
Omni Building Services
P D's Painting

Pacific Partition Systems Inc.
Pacific Preferred Contr Corp
Pacific Sandblasting & Coating
Jack Padua Painting
Paradise Roofing Inc
Craig Park Painting
Pat's Painting Service
Noel H Pfeiffer Home Repairs
Positive Systems Inc
Primary Painting
Professional Coating
Professional Maintenance & Painting Co.
R D's Painting
R H Painting
R N T Painting
Rainbow Paint Company
Rainbow Painting & Decorating
Ray's Painting Co
Raymond's Painting Co Ltd
Samuel F T Reynolds
Richardson Construction
Ricky's Painting & Wallcovering
Ritter Home Improvement
Pedro V Rivera
Royal Painting Inc
S & M Painting
James Saiki
L Sakamoto Painting
Sasaki Painting Inc
Sawai Bros Painting Co Inc
Senaha Painting
Shimizu Painting
K Shioi Construction Inc
Shiraishi H Painting
M Shiroma Painting Co
Shodai & Son General Contr/Glass
Tinting
Shota's Painting
Sipco Services Inc
Society Painters Inc
Spectrum Painting Inc
Stafford Painting Inc
Star Painting Co Inc
J M Sueda Inc
Surety Painting Co
T & E Painting
M Takaki Painting
Satoshi Takaoka
M Takemoto Painting
Hideo Terada Painting
Thompson Construction Corporation
Kazuo Tojo
Tom's Painting Service
Craig Y Tomita
Tri-Painting
Triple "D" Painting Co Inc
Tsujimoto Brothers
Gary Y Tsukamoto Painting
Melvin S Tsuneda
Unique Painting Inc
W E Painting Inc
W K S Painters
Wallpaper Hawaii Ltd
Wayne Y Painting
Wayne's Painting
Wet Paint Coating System
Windom Construction
Wong Construction
Jess B Worthington
Y Builders
Akira Yamamoto Painting Inc
Yoshikado Painting Inc
Yukawa Painting
Zelinsky & Sons of Hawaii Inc

HAWAII

A & A Hawaii Inc
Ace Contractor Inc
Aikane Home Towing
Akahi Painting Corp
A Brush With Class Painting
Colorcraft Decor
Creative Design Painting
William P Dion
Dynamic Painting
E T Painting Service
Stanley H Ejercito
Fearless Painting Co
Lonnie Ford Gen Con/Quality Paint & Con
Ray E Frasure
Makoto Fujioka Painting
G M Painting
H T H Island Wide Painting
Hanalei Painting Company
S & A Haraguchi Contracting Inc.
Brian A Heidenfeldt
Marshall Ray Higdon
Hirae Painting Service
Harold H Hirata
Interior Systems
Ironwood Pacific Construction Inc
Tamekichi Ishimaru
B Kawakami Painting
Keaouhou Kona Resort Co
Vernon H King
Kazuji Kiriara
Kona Painting
Long Painting Co
James H Luke & Sons
MacIsaac Painting
Macaw Painting & Decorating
Machin Painting & Decorating
Marshall Painting Inc
Calisto Mateo
Mathison Construction
David L McDonald
Paul Miyahara Painting
Mobley Construction/The Mobley Corp
H Nakamoto Painting Contractors
Morio Okamoto
Harry Onouye Painting
Polychrome Painting
Qualified Painting Service Inc
Quality Painting & Contracting
Seacoast Painting Inc
Kiyoshi Shirai Painting
Kiyoso Shiroyama
Smith-Pacific Corp
T Carpets
Tai's Painting
Taialoha Co Inc
Paul Tashima General Contractor
Trans-Pacific Coating
Tropical Tones Paint
United Painting Co
Veryn Union

C-33a

Wall coverings contractor.

To prepare surfaces and install wall covering materials such as vinyls, wallpapers, wood veneer, cloth fabric, and fibrous type coverings.

OAHU

Accent Drywall Design
Daily & Associates
Emmerson Interior Decorating
Hayes Remodeling & Redecorating

Vics Homes
West Hawaii Painting
Harry D Wishard
Yamada Paint Contractor
Teruo Yamamoto
Atsushi Yamano
Yazaki Painting Contractors

MAUI

APEX Painting & Decorating
Arita/Poulson General Contracting
Armstrong Painting
Patrick J Brown
C I R S Painting Co
Central Masonry
Condo Upgraders
Endo Painting Service Inc
Fuku Construction Inc
Gambone Painting And Wallcoverings
Hawaiian Wallpapers
Island Painting
Tom Iwamasas Painting Co
J D Painting & Decorating Inc
Jones Construction
Su Yong Kim
Kuwahara Painting
March Painting Inc
Masterpiece Painters
Maui Acoustic & Drywall Co Inc
K Miyahira Bldg Contractor Inc
Roy A Otani
R R Painting
Ritts Painting & Drywall Inc
Thomas D Scott
James C Stephen
Top's Roofing Co Ltd
Trizon Corp
True Color Painting
Valley Isle Contracting
Valley Isle Painting
Vincent's Painting Service dba
Werner Plastering
West Maui Painting
Windward Construction
Walter Yagi

KAUAI

Avanti Painting
Fuse Painting Inc
Garden Isle Painting
Victor Heresa Sr
Jerry A Johnson
Kakuda Construction Inc
Kauai Paint and Jalousie Inc
Lynch Painting
McBride Painting
John S Mori
James Nakagawa Painting Inc
No Ka Oi Painting Co
The Painting Co
Shimonishi & Sons Inc
Edward H Tada
Floyd Winn Painting & Decorating

Walker, Mark R
Wallpaper Technician
Yoshida Wallpaper Co

HAWAII

Jackson, Gregory W
McGill, Kevin C
Tom's Carpet & Craft
W F Interiors Ltd

C-33b

Taping contractor.

To fill and tape joints and indentations in wallboard so that a smooth surface is obtained to serve as a base for future finishes.

OAHU

Architectural Acoustics Inc
Clinton Interiors
Custom Drywall
Group Builders
Mission Drywall & Plastering Inc
Reef Dev of Hawaii Inc
Tropical Industries Corp

MAUI

Hallard Painting
Hawaiian Wallpapers

KAUAI

Kauai Wallpaper/Land Sea Corporation
Land Sea Corporation/Kauai Wallpaper

C-33c

Surface treatment contractor.

To treat surfaces by using, but not limited to, sandblasting, waterblasting, power cleaning, or steam cleaning.

OAHU

Iwamoto Construction
Unitek Insulation Inc
Unitek Technical Services
Waltz Engineering Inc

MAUI

C & B Services

KAUAI

Coast Power Cleaning
Morgan's Roofing Co

C-34

Soil stabilization contractor.

To stabilize earth through the use of cement and/or chemical pressure grouting.

OAHU

Hayward Baker Inc

International Chemical Systems Hi Inc
Structural Systems Inc

C-35

Pile driving, pile and caisson drilling, and foundation contractor.

To drill holes for pilings and caissons and to drive piles and set caissons including cutting piles and capping same. To compact earth for foundations by vibrafloot or similar systems.

OAHU

Moses Akiona Ltd
C M Z Co Inc
Foundation International Inc
Frontier Foundation

James Kellar & Associates

Oahu Air Conditioning Service Inc
Projects Plus Inc
Alvin K Toyama

C-36

Plastering contractor.

To apply gypsum plaster, cement, and acoustical plaster or any combination of materials common to the plastering industry to any surface which offers either a mechanical or suction type bond by spray or trowel and to apply lath or any other material that will provide a bond for the plaster including spray on, multipurpose, acoustic, insulation, and fire retardant systems.

OAHU

Aguda Construction
Alii Drywall/T C S Drywall Inc

Alii Stucco

B C P Construction Of Hawaii Inc
BEK Inc

Coastview Lath & Plaster
Creative Management Corp/Drywall Systems
Ed's Exteriors
Ferron A Fonoiomoana
Fuku's Interiors Inc
Ed Garduno Plastering & Stucco Inc
Group Builders Inc
Hawaii Interior Specialties Inc
Ricky R. Hernandez
Island Plastering & Stucco
J R A Construction
Jackson Construction Ltd
Andrew K Kaopuiki Jr
Karl's Plastering
James H Kishaba
K.M.A Kuga's Contractor Inc
Kulani Construction
Lawson Construction
Kevin J McKeown Plastering
Mission Drywall & Plastering Inc
Oahu Plumbing & Sheetmetal Ltd
Outrigger Services Inc
Pacific Dynamics Corp
Pacific Partition Systems Inc.
Partitions-Hawaii Inc
Okazaki Plasterers Inc
Daniel Smith Plastering
Stucco Hawaii Inc
J M Sueda Inc
Super Finish
T C S Drywall Inc/Alti Drywall

Tropical Industries Corp
V & C Drywall Contractors Inc
Wallschlaeger Plastering
Warren Uyeno Plastering
HAWAII
Abay-Abay Plastering
Big Island Plastering
Cameli Plastering Inc
Isemoto Contracting Co Ltd
Jensen Plastering
Michael E Kelly
Merle Plastering Inc
Jeffery K Mertel
Mililani Drywall & Plastering
MAUI
Paul S Ferreira
Fuku Construction Inc
John D Harner
Hoover Plastering
Kinoshita Plastering
M C L Plastering
Martinez Lath & Plastering
Maui Acoustic & Drywall Co Inc
Maui Plastering Co
Suda Construction & Mason Inc
Werner Plastering
Japo I Yokoyama Bldg Cont Inc
KAUAI
Lance Laney Corp/Lance Laney Drywall
Veneer Plaster & Stucco

Angel's Plumbing Ltd
Anykine Plumbing
Aqua Plumbing
Glen A Aranda
Au's Plbg & Mtl Works/Hi Hotel & Restnt
Basic Plumbing
Behling Inc
Bellows Plumbing & Maintenance
Bernal's Plumbing
Billy's Plumbing
Brown's Plumbing & Solar
Bumco Inc
Buzzy's Plumbing & Repair
C & W Plumbing Inc
C M Z Co Inc
Carrier Corporation/Carrier Building Srv
Central Oahu Plumbing
Central Pacific Plumbing
Chaney Plumbing Inc
Chun's Plumbing
City Service Plumbing
Clay's Plumbing
Clean-N-Rooter
Cliff's Plumbing
Clyde's Plumbing
Commercial Plumbing Inc
Commercial Sheetmetal Co Inc
Continental/Mecon Jo
Correa & Son Inc
Costa's Plumbing Repair
Creative Management Corp/Drywall Systems
Creative Plumbing Inc
D & C Plumbing Inc
D's Plumbing Inc/Duarte's Construction
Han Dae Plumbing
Dearing & Associates
Debbie's Angels Plumbing
Degray Plumbing & Pipe
Delta Plumbing
Dependable Plumbing
Ronald G Dereis
Diamond Head Plumbing
Diversified Plumbing
Doak Plumbing
Donahoe Plumbing
Duarte & Sons' Plumbing Inc
Economy Plumbing & Sheetmetal Inc
Edu-Tech Corporation
Emerald Isle Plumbing
Ewa Plumbing & Supply
F-A and Sons Plumbing
Funasaki Plumbing & Tinsmith
Galaxy Plumbing Inc
Gasco Inc
Gasmen's Plumbing Repair & Service
B J Genz Plumbing Limited
Gil's Plumbing
H & R Construction Co Inc
Haiku Plumbing
Hale Plumbing Ltd
M Hara Plumbing Inc
Hawaii Kai Plumbing & Electric
Hawaii Mechanical Construction
Hawaii Plumbing Co
Hawaii-Kai Plumbing
Heide & Cook Ltd
Henry's Plumbing
Hi Grade Plumbing Inc
Hirata's Plumbing
Hirayama Plumbing Repair Serv
Home Repairs/dba Doors Inc
Honolulu Plumbing Co Ltd
Honolulu Shipyard Inc

I Howards Plumbing
Industrial Contracting
International Plumbing Inc
Ishii Electrical Service Inc
Island Plumbing Co
Island Wide Plumbing
J & S Mechanical Contractor
J's Plumbing
Jimmy's Plumbing
K & R Plumbing & Repair
Kahala Plumbing & Construction
Kaimuki Plumbing Co Ltd
Kajiwaru Arthur K E.Q
Kamaaina Plumbing Inc
Kaneohe Plumbing
G. K. Kaonohi Plumbing
Kato Landscaping Inc
Kaya Plumbing
Dennis T Kihara
John Kwang An Kim
Paul N Kinoshita Ltd
Klein Plumbing Inc
Koa Mechanical
Kobashigawa Plumbing
Koga's Plumbing
Alan M Koide
S Kondo Plumbing Inc
L & E Plumbing
L K Contractor
Leeward Plumbing Inc
Local Contracting
M N & Tac Plumbing
Mahogany Plumbing Service
Maile Plumbing Service
Makahiki Mechanical Inc
B J Malate Plumbing
Master Plumbers Inc
Master Sheetmetal Inc
Masuda Plumbing
Matsunaga Mechanical Contracting Inc
K Maxlorn Plumbing
Metropolitan Maintenance Inc
K Miura Plumbing Inc
T T Miyamoto Plumbing Inc
Morey Dennis P
Multi Builders Inc
Bernard J Murphy
N-C Plumbing & Repair
K Nakagawa Plumbing
Harry Nakai Inc
M Nakai Repair Service Ltd
R M Nakamura Plumbing
Namrac Inc/Clean-N-Rooter
Natural Resources Inc
Neal's Plumbing
Nishimoto Plumbing Inc
Oahu Plumbing & Sheetmetal Ltd
Oba's Plumbing
Okano's Plumbing
Ormita Plumbing
Ozaki Plumbing Shop
P K Engineering & Construction Inc
P.C.E.Ltd
Pacific Structural & Engrg
Pacific Design Plumbing
Pacific Mechanical Co Inc
Paul's Maint & Service
Pawaa Plumbing Inc
Pearl City Plumbing
Pentacor Piping System
Noel H Pfeiffer Home Repairs
The Plumbers Inc
The Plumbing Connection
Plumbing Repairs of Hawaii

C-36a

Lathing contractor.

To apply wood and metal lath, or any other materials which provide a key or suction base for the support of plaster coatings; including the installation of metal framing for the support of lath.

C-37

Plumbing contractor.

To install, repair, or alter complete plumbing systems which shall include supply water piping systems, waste water piping systems, fuel gas piping systems, and other fluid piping systems; the equipment, instrumentation, non-electric controls, and the fixture for these systems and the venting for waste water piping systems and fuel gas piping systems; for any purpose in connection with the use and occupancy of buildings, structures, works, and premises where people or animals live, work, and assemble; including piping for vacuum, air, and medical gas systems, spas and swimming pools, lawn sprinkler systems, irrigation systems, sewer lines and related sewage disposal work performed within property lines, fire protection sprinkler systems when supervised by licensed mechanical engineers or licensed fire protection contractors, and solar hot water heating systems, and the trenching, back filling, patching, and surface restoration in connection therewith.

OAHU

A & S Plumbing
A A A Performance Plumbing
A B & O Plumbing
A B C Plumbing Inc
A C W Plumbing
A-1 Budget Plumbing
A-1 Central Vacuum Systems of Pacific
Abe's Plumbing & Service
Action Plumbing
Advance Plumbing Co Ltd
Affordable Plumbing Inc
Agliam Plumbing

Aiea Plumbing
Air Engineering Co Inc
Akamai Plumbing Inc
Aki Plumbing Inc
Moses Akiona Ltd
Akiona Sons Construction
K Akiyama Plumbing
G H Alapa Plumbing
Alco Mechanical Inc
Allied Pacific Company
American Mech & Service Corp/dba
Amsco
American Plumbing Inc

Plumbing Unlimited
 Precision Plumbing
 Preston's Plumbing Repair
 Progressive Plumbing Inc
 R & S Plumbing Inc
 R A D Plumbing & Repair
 R C Plumbing Service
 R I Electric
 R L Construction Co
 Ray's Plumbing Inc.
 Regent Plumbing
 Reliable Plumbing Inc
 Robert's Plumbing Repair
 Roto Rooter Sewer Service
 Rural Plumbing
 Russell's Master Plumbing
 J M Saito Contracting Inc
 Noboru Sakaeda
 Santos James J.
 Scott Co Industrial Contractor
 Security Plumbing Inc
 Shipley Associates Inc/Royco Plumbing
 Skippy's Plumbing & Repair Inc
 The Solaray Corporation
 Ed Sonoda Plumbing Inc
 Specialized Sprinklers
 Stan's Local Plumbing
 State Wide Plumbing
 Suburban Plumbing Inc
 S I Sugimoto Inc
 Sunrise Plumbing Service
 T N H Plumbing Inc
 Jiro Takasane
 Tanabe Plumbing Inc
 Tom Tanouye Plumbing Inc

Tokoro Plumbing Inc
 Tom Da Plumber
 Toni Jamieson
 M Torigoe Plumbing Inc
 Alvin K Toyama
 Tracy's Contracting Inc.
 Tropic Plumbing Inc
 Dick Tsukamoto Plumbing Inc
 Tu's Plumbing
 U F Builders
 U S Plumbing & Sheetmetal
 United Plumbing Inc
 Universal Sheet Metal Inc.
 University Mechanical/University Heating
 Viking Mecon Fire Protection
 Melvin Vincent's Plumbing
 Vogel's Plumbing Inc
 Waialua Plumbing & Service
 Waianae Plumbing Company
 Waipahu Plumbing
 Western Pacific Mechanical
 John Wright Plumbing
 Yamada's Plumbing & Repair Inc
 Yamashiro Plumbing
 Yanagihasi Craig H.
 J M Yoshimura Plumbing

HAWAII

Alameda's Plumbing & HS
 Y Aoki Plumbing & So
 William R Au Jr Contractor
 Calvin's Plumbing
 Carvalho Corporation/Carvalho's
 Plumbing
 Chang's Plumbing Inc
 Chlorinators Hawaii

Steven T Crabill
 Dan's Plumbing
 De Lima's Plumbing Inc
 De Sa's Plumbing
 De Silva's Plumbing
 D L Downing General Contractor
 Drainpipe Plumbing & Solar dba
 Eddie's Plumbing Inc
 Fred's Service
 Ben Graham Plumbing
 Hi-Tide Incorporated
 Higa Plumbing Service
 Hilo Mechanical Inc
 Howard's Plumbing
 Ironwood Pacific Construction Inc
 James U Ishii
 J H Plumbing Service
 Kawaihae Plumbing
 Leialoha Plumbing Service
 Mar-Les Corporation
 Max Dynamic Plumbing Inc
 Mello Plumbing Co
 N A Plumbing
 A Nekoba Plumbing
 R Nishimoto Plumbing
 H Nishimura Plumbing
 Allen K Ogawa
 Paiva's Plumbing Supplies & Repair Inc
 Paradise Plumbing
 Pat The Plumber
 Rodney Paulos
 Pete's Plumbing
 Plumbing By Wally Inc
 Plumbing Services Hawaii
 Pyne Plumbing

Robison Plumbing
 Rodrigues Plumbing Inc
 Keith Shigehara Plumbing Inc
 Shipman Plumbing
 Space Options Inc
 Steve's Plumbing
 Tiki Construction
 Tom's Plumbing
 Triple K Plumbing
 Val's Plumbing
 Wai'au's Plumbing
 Waikoloa Plumbing
 Wasson's Plumbing & Pump Co Inc
 West Hawaii Plumbing
 Western Conservation

MAUI

Allen's Plumbing & The Drain Surgeon
 Anthony Construction
 Arisumi Brothers Inc
 Ashram Plumbing
 B & H Plumbing
 A Badua Contractor
 Badua Electric
 Badua Plumbing
 Bantian, William
 Ben & Sons Plumbing
 Bob's Drain Maintenance Inc
 C & M Plumbing
 Cal's Plumbing
 Cline Plumbing, William
 Crozier, Franklin R
 Despins General Construction Inc
 Doughty Jr, William C
 E & B Plumbing
 F & M Contractors Inc

F & M Interiors Inc/F & M Plbg & Sheet
Golden's Plumbing
Gomes Builders Inc/Hawaii Fence
Company

Goodfellow Bros Inc
H & N Plumbing & Repairs
Hanusa Plumbing Service
Hawaiian Solar Shine
JDS Plumbing & Repairs
J M Construction
John's Plumbing
Johnny's Plumbing
Kahului Plumbing
Kawauchi, Dennis
Kihei Plumbing
L & F Plumbing
Land Sea Engineering Construction Inc
Leis Co Inc, Dorvin
Lyons Plumbing
Maui Constructor & Mech/L & F Plumbing
Inc
Maui Mechanical Contractor
Mech-Con Company
Mike's Plumbing
Miyahira Bldg Contractor Inc, K
Montgomery, Edwin K
Morikawa Painting, Sam
Nakama Plumbing
Nishikawa, Yoshito
Pacheco's Plumbing
R & S Plumbing & Supplies/RD Tanaka
Inc
S & C Plumbing Ltd
Silva Plumbing, LO
Silversword, Contract
Tanno, Stanley H
Torres Plumbing, Al

Up Country Plumbing & Repair
VSK Plumbing
Japo I Yokoyama Bldg Contr Inc

MOLOKAI

Ernesto Lopez
H Saiki Plumbing & Home Improvement

LANAI

Sajo's Plumbing and Drain

KAUAI

Borrero's Plumbing
Cabreira's Plumbing
Cacabelos Plumbing
Cerny's Plumbing
Dorsey F Darwin
Estenzo Plumbing
Gary's Plumbing Co
Alvin A Goo
Ironwood Plumbing Co Inc
Kauai Island Plumbing
Kauai Plumbing
Kauai Sheetmetal Wor
Kerr and Sons Plumbing Contractor
Lone Star Plumbing
Martin's Plumbing
Hiromi Marugame Plumber Inc
Menehune Plumbing Co
Frederick C Pasol
Michael S Sugai
Tad's Plumbing
George K Taketa
Shigetada Tamashiro
Hideo Tanaka Plumbing Inc
M Tanaka Store Inc
Tani's Plumbing
Tome's Plumbing Service

C-37a

Sewer and drain line contractor.

To install sewer line from house to city sewer with connections. To install septic tanks, package sewage treatment plants, and related work, within property lines.

OAHU

Akiona Ltd, Moses
Akiona & Sons Construction
Imperial Plumbing Inc
Kellar & Associates, James
Mepac Services

Pioneer Contracting Co Ltd
Projects Plus
Toyama, Alvin K

HAWAII

E M Rivera and Sons Inc

C-37b

Irrigation and lawn sprinkler systems contractor.

To install all piping and fittings, pressure regulators, back flow prevention devices, and irrigation control electrical wiring hat will carry 24 volts or less, as required to provide irrigation systems for, but not limited to lawns, parks, playgrounds, highway right of ways, golf courses, and school facilities, including installation of automatic or manual controls in relation to an irrigation system.

OAHU

Akiona Ltd, Moses
Brewer Environmental Industries Inc
C & P Lawn Sprinkler
Commercial Shelving Inc
Diamond Head Sprinkler Inc
Formost Construction
Ideal Construction Inc
KRC-HLT Corporation
Kellar & Associates, James
Maples Corp/Maples Plumbing Inc

McGuire Contractor, Jerry W
Mepac Services
Mist'r Rain
New Creation
Pioneer Contracting Co Ltd
Projects Plus Inc
Specialized Sprinklers
Standard Plumbing Co Ltd
Toyama, Alvin K

HAWAII

Island Greens

Kohala Coast Irrigation
New Creation Landscape
E M Rivera and Sons Inc

MAUI

Cabato Sprinkler System/Garden's Guild

Duey Construction
Gannon Landscapes Sprinkler Systems
Garden's Guild/Cabato Sprinkler System

MOLOKAI

James Ames Irrigation Inc

C-37c

Vacuum and air systems contractor.

To install tubing for air systems, pneumatic conveyor systems, and central vacuum systems for conveying material and vacuum cleaning in residential, commercial, and industrial structures.

OAHU

A-1 Central Vacuum Systems Pacific

HAWAII

Home Convenience Center/JOD
Enterprises
Midsea Big Island Construction
Oelkins Electric Company Inc

C-37d

Water chlorination contractor.

To chlorinate new water lines, repair water lines and additions to water lines, and check bacteria count in the water lines.

OAHU

Hawaiian Water & Chlorination Inc
Winchester's Chlorine Inc

James U Ishii

MAUI

Blazic, Louis L
Leis Co Inc, Dorvin
Pico Cesspool Digging, David

C-37e

Treatment and pumping facilities contractor.

To install, assemble, alter, repair and maintain the equipment and piping systems in connection with wastewater treatment, water distribution, and water pumping facilities.

C-37f

Fuel dispensing contractor.

To install and repair gas tanks, pumps, hoists, or other related equipment for facilities such as, but not limited to, service stations.

C-38

Post tensioning contractor.

To apply compression to concrete structures or various components by the use of steel bars or wires and to bring bars or wires to proper tension after the structures or components are built or placed.

OAHU

Akiona Ltd, Moses
Ameron Inc/Ameron H C & D
Associated Steel Workers Ltd
P C French Ltd
Hawaiian Reinforcing Steel Co Inc
Ideal Construction Inc
Mepac Services Inc

Pacific Erectors Inc
Rebar Inc
Toyama, Alvin K

HAWAII

Kolea Paving & Sealing
Yamada & Sons Inc

C-40

Refrigeration contractor.

To assemble and install devices, machinery, and units, including temperature insulation units, ducts, blowers, registers, humidity, and thermostatic controls for the control of air temperature below fifty degrees Fahrenheit in refrigerators, refrigerator rooms, and insulated refrigerator spaces and to construct walk-in refrigerator boxes.

OAHU

50th State Air Conditioning

A & K Landscaping Corp
A B C Air Condition & Refrg Svc Inc

A C & R Services
 A Y Refrigeration Inc
 A.B.E National (USA)
 Air Engineering Co Inc
 Allied Pacific Company
 Aloha State Refg & Air Cond Inc
 Aloha State Services
 American Mech & Service Corp/dba
 Amsco
 American Piping & Bo/E E Black Ltd
 Au's Pibg & Mtl Works/Hi Hotel & Restnt
 Ay Refrigeration Inc
 Best Refrigeration Service Inc
 Certified Testing
 Commercial Aire Inc
 Consolidated Systems
 Creative Management Corp/Drywall
 Systems
 D J Sheet Metal Inc
 Eddie's Refrigeration
 Hank's Refrig Repair
 Hawaiian Refrigeration
 Heide & Cook Ltd
 Industrial Contracting
 Johnson Controls Inc
 K Construction
 Kaijiwara Arthur K.E.Q
 Kenneth C Kauffman
 Kawasaki Refrigeration
 Koa Mechanical
 Larry's Contracting Service
 Lee's Refrig Sales & Service Inc
 National Air Systems Inc
 Henry T Nishioka
 Oahu Plumbing & Sheetmetal Ltd
 Oahu Sales Inc

Pacific Island Air Condng Co Ltd
 Pacific Refrigeration & Market Equip
 Precision Air Conditioning
 Prime Electric
 Refrigerator Equipment Company Inc
 Regal Service Co Inc
 Robert's Refrigeration Service Inc
 Roy's Refrigeration
 Sea Breeze Air Conditioning
 Shobu's Refrigeration
 Glenn T Tanigawa
 Thermal Engineers Group
 Tony's Repair Service
 Tracy's Contracting Inc.
 Yoshi's Refrigeration
HAWAII
 A C R Services/Bockrath Enterprises
 Accurate Air Cond/Kona Restaurant Equip
 Aircond Hawaii Inc
 Big Island Air Conditioning
 Harry's Air Conditioning Inc
 Hilo Mechanical Inc
 Ice Technologies
 Kailua Refrigeration & Air Conditioning
 Kona Air Conditioning/Industries Inc
 Kona Restaurant Equip/Accurate Air Cond
 Kral & Associates
 Pacific Air Control Inc
 Rainbow Isle Refrigeration
 Steve's Electric Shop Inc
 T & T Electric Inc
 Teve's Refrig & Air Conditioning Inc
 Jack R Thompson
MAUI
 A & I Refrig Sales & Service Inc

Acrefoo
 Anthony Construction
 Cool Breeze Air Conditioning
 E-K Inc./Ed's Refrigeration Service
 Fuku Construction Inc
 Haiku Farms-Nursery & Landscape Co
 Hew Electrical Service
 Joslin Service Corp

Klauz Refrigeration
 Dorvin D Leis Co Inc
 Maui Refrigeration Service
 Omni Temp Refrigeration
 Quality Refrigeration
 Silversword Contract
 Sturdevant Refrigeration & Air Condition
 Sus' Refrigeration & Electronics

C-40a

Prefabricated refrigerator panels contractor.

To install prefabricated refrigerator panels.

OAHU

Associated Insulation/Hawaiian
 Refractories

Derrick & Son Builders Inc, R C
 Hawaiian Refractories

C-41

Reinforcing steel contractor.

To fabricate, place and tie steel reinforcing bars (rods), of any profile, perimeter, or cross-section, that are or may be used to reinforce concrete buildings and structures.

OAHU

Ameron Inc/Ameron H C & D
 Associated Steel Workers Ltd
 Bud Bailey Construction Co Inc
 Bowman & Kemp Steel
 C C Engineering & Construction Inc
 Franklin Reinforcing
 Frontier Foundation
 Hawaiian Reinforcing Steel Co Inc
 Imua Builders Service Ltd
 Mutual Welding Co
 Pacific Erectors Inc

R P N Steel Inc.
 Rebar Inc
 South Pacific Steel

HAWAII

M Sonomura Contracting Co

MAUI

Arisumi Brothers Inc
 Fuku Construction

KAUAI

Fubar Contracting Inc
 Martin Steel Construction

Roofing contractor.

To install a watertight covering to roof surface by use of, but not limited to, cedar, cement, asbestos, metal, and composition shingles, wood shakes, cement and clay tile, built-up roofing, single ply, fluid type roofing systems, and other acceptable roofing materials including spray urethane foam, asphalt, and application of protective or reflective roof, or both, and deck coatings.

OAHU

AKL Co
A-1 Roofing Inc
Abhe & Svoboda Inc
Ace Improvement Inc
Acro Inc/Santa Fe Engineers Inc
Advance Roofing Co
Akahi Pacific Inc
All American Roofing Co Inc
Allied Builders System/Ram Corporation
Aloha State Roofing
Walter Y Arakaki Gen Contr
Ben Badua Renovation
E E Blas Roofing Co
Blue Pacific Construction (Holding)
Buck Roofing Co Inc
Budget Roofing
Burmco Inc
C K Roofing Co
Centimark Corporation
Certified Construction Inc
Chapman Roofing Co Inc
Chris Roofing
Con-Cor Inc
Fred Cripe Contractor dba Affordable

Crisologo Jose Jr.
D & H Roofing
D and H Roofing
David's Custom Roofing
E & W Corporation/E & W Roofing Co
E M S Waterproofing System
John Estores Inc
F & F Inc
Far West Rfg & H M Import Ag Inc
Fiddler Roofing
G & E Builders Ltd
G Y M & Associates
Don Gedge
Al Griffin/Thrifty Builders
Guarantee Roofing Co Inc
H M Roofing Inc
Hauoli's Roofing
Hawaii Roof/Akamai Roofing/Living Enter
Hawaiian Improvement Corp
Hawaiian Island Roofing
Kenneth M Henderson
A M Hernandez Roofing
Harold E Holde
Home Contractors Inc
Honolulu Painting Co Ltd

Honolulu Roofing Co Ltd
Ezra Hookano
Ideal Construction Inc
Industrial Roofing
Island Pacific Enterprise
Island Roofing Inc
J A S Roofing
J Construction
J E Construction Inc
Jim's Roofing
Ken's Gutters & Awnings
Keneke Roofing Inc
Leakmaster Roofing & Waterproofing Inc
Lease II Inc
Lee's Roofing
Leeward Roofing Co
Leeward Roofing Company
Living Enter/Hawaii Roofing/Akamai Roof
Lyden Siding Co Inc
M & E Roofing Inc
M R C Inc
Mahalo Roofing
Maldo's Roofers Inc
Mello's Roofing Company
Merz Roofing
Mokihana Builders
James R Murray
Moli S Ngatuvai
Randolph T Ozaki
P K Engineering & Construction Inc
Pacific Roofing Corp
Paradise Roofing Inc
Grady L Pauley dba Pauley & Assoc.Constr
Peacock Roofing Co Ltd

Positive Systems Inc
Professional Roofing & Waterproofing Inc
R F Prucnal Roofing
Quality Roofing Co Ltd
Ram Corporation
Reggie's Roofing
Al Rezentes Roofing
Riteway Builders Inc
Roger's Roofing
Roof Surgeon Inc
Roofing Division
Roofing Specialist
Royal Palm Construction
Saddle Back Roofing
J M Saito Contracting Inc
Salcedo & Son Roofing
Santa Fe Engineers Inc/Acro Inc
Sears Roebuck & Co
K Shioi Construction Inc
Shodai & Son General Contr/Glass
Tinting
Spartan Roofing
Specialty Roofing
Richard M Sumida
T N T Roofing
Takara Roofing
Taylor Made Roofing
The Roof Doctor
Thompson Construction Corporation
Charles K Y Tom Contractor
Richard K W Tom Inc
Tony's Roofing Service
Tory's Roofing & Waterproofing
R S Toyama Roofing Service Inc
Tropical Roofing Co
E Unciano Construction
Universal Roofing
V I Project Services
Delano J Venzon
Victor's Roofing Inc
Weatherite Roofing
West Coast Roofing
West Coast Waterproofing Inc
Western Roofing Service
Western Waterproofing Co Inc
Young's Contracting
Zenith Roofing Co

HAWAII

APEX Roofing dba
Above All Roofing
Big Island Roofing Inc
C & S Construction
D G L Construction Co
Fair Contracting Company Ltd
H R C Co/Solar Aide Co/Hilo Roof Coating
Hawaii Shake & Shingle
Hilo Pacific Roofing Co Ltd
Hilo Roof Coating Co/H R C Co/Solar Aide
Ted Keahiolalo Construction Inc
Marcigan Roofing
George Matsuyama & Sons
Pacific Island Floors Inc
Smith-Pacific Corp
Solar Aide Co/Hilo Roof Coating Co/HRC

MAUI

A A A Roofing Co Inc
A F B Construction Inc
Aiii Roofing
B & H Roofing Co/Perreira's Roofing Co
C I R S Painting Co
Central Masonry
D N L Construction Inc
Endo Painting Service Inc

HTWP Inc
Kana'ola Building & Restoration
Maui Acoustic & Drywall Co Inc
Maui Island Roofing
Roy A Otani
Pat's Quality Roofing
Pereira's Roofing Co/ B & H Roofing
Smitty's Roofing Company
Top's Roofing Co Ltd
Valley Isle Contracting

KAUAI

Beachside Roofing

C-42a

Aluminum shingles contractor.

To install aluminum shingles so that an acceptable watertight surface is obtained.

OAHU

Ace Improvement Inc
Aji's Cabinets & Contracting Co
Akiona Ltd, Moses
Alii Drywall/TCS Drywall Inc
Badua, Bienvenido Renovation
D & M Contracting Inc
Derrick & Son Builders Inc, R C
Edu-Tech Corporation
Enos Enterprises Ltd
Hawaii Metal Forming Corp
Hawaii Pacific Distributors Inc
Hawaii Vinyl Supply
Hawaiian Improvement Corp
Ideal Construction Inc
Island Pacific Enterprise
Kellar & Assoc, James
Ken's Gutters & Awnings
LSA Construction Inc
Lyden Siding Co Inc
Theodore H Onishi
Edward S Oshita
Owyang Contractor, David
Pauley, Grady L dba Pauley & Assoc
Construction
Peerless Roofing Co Ltd
Pharoahs Construction
Pioneer Contracting Co Ltd
Project Plus
Richardson Construction
Riteway Builders Inc
Shintani, Alan
Spaces Contracting Services Inc
TCS Drywall Inc/Alti Drywall
Toyama, Alvin K
Young's Contracting

Garden Isle Roofing
Greg's Roofing
Craig Hoshide Roofing Inc
J H Roofing
Kauai Builders Ltd
Metzler Contracting Co
Morgan's Roofing Co
New World Roofing
Rick's Roofing
James Wilson Roofing

HAWAII

Banker General Contr Inc, G T
Barton Construction
Barton Construction Co, Frank
D G L Construction Co
Guillot Design & Construction
Hilo Pacific Roofing Co Ltd
I L G Enterprises Hawaii Inc
John's Home Improvement
Mauna Kea Acoustical Drywall
O'Neils Contracting
Oshner Builders
Whitney Construction

MAUI

Carter Construction
Dugied, Jacky R
HMF Services Inc
HMF Services Maui HTWP Inc
Hawaii Building Contractors Inc
Joe's Contracting
Kinross Masonry
Mondello Inc
Travers Construction
Valley Isle Contracting
Walt's Roofing & Siding

LANAI

A & M Borges Inc

KAUAI

B C O Inc
Bay Pacific Inc
C W D Construction
Harmony Construction
Kauai Aluminum & Glass Inc
Leemo Construction
Milks Construction
R R Construction

C-42b

Wood shingles and shakes contractor.

To install wood shingles and shakes including all flashing materials to form a watertight surface, staining in conjunction with shingle and shake application and application of water repellent materials.

OAHU

A-1 Roofing Inc
Acro Inc/Santa Fe Engineers Inc
Aji's Cabinets & Contracting Co
Akiona Ltd, Moses
Badua, Bienvenido Renovation
Buck Roofing Co Inc
Classic Roofing & Maintenance

D & M Contracting Inc
Edu-Tech Corporation
Eno Enterprises Limited
Gedge, Don
Holde, Harold E
Horizon Roofing
Ideal Construction
Jim's Roofing

Kellar & Assoc, James
LSA Construction Inc
Onishii, Theodore H
Owyang Contractor, David
Pauley, Grady L dba Pauley & Associates
Construction
Peerless Roofing Co Ltd
Pharoahs Construction
Pioneer Contracting Co Ltd
Project Plus
Rainbow Roof Maintenance
Richardson Construction
Roof Surgeon Inc
Santa Fe Engineers Inc/Acro Inc
Shintani, Alan
Spaces Contracting Services Inc
Toyama, Alvin K
Tropical Roofing Co
Victor's Roofing
Wilkinson Shake Roof
Young's Contracting

HAWAII

D G L Construction Co
Guillot Design & Construction
Hawaii Shake & Shingle
Hilo Pacific Roofing Co Ltd

C-42c

Cement and clay tile contractor.

To lay cement and clay tile including any underlay, purlins, or nailer strips in conjunction therewith to form a watertight surface.

OAHU

Santa Fe Engineers Inc/Acro Inc

MAUI

Finishing Touch Roof Tile Specialist Inc

C-42d

Composition shingle contractor.

To lay any type composition shingle including all flashings in connection therewith to form a watertight covering.

OAHU

Ace Improvement Inc
Chris Roofing
Classic Roofing & Maintenance
Delano Roofing
Derrick & Son Builders Inc, R C
Hicks Construction Co Inc
Horizon Roofing

Industrial Roofing
J Construction
Jim's Roofing
Murray, James R
Pacific Roofing
Tropical Roofing Co
Wilkinson Shake Roof

C-42e

Urethane foam contractor.

To prepare roof surface and apply urethane foam and top coating in connection therewith to form a watertight roof surface.

OAHU

Advanced Urethane of Hawaii
Association Insulation/Hawaiian
Retradores

Hawaiian Refractories
Honolulu Painting Co Ltd
Island Roofing Inc
WE Painting Inc

C-42f

Liquid asphalt roofing contractor.

To install built-up roofs using liquid (cutback) asphalt and to apply top coatings.

OAHU

Hawaii Painting & Wallcovering Inc

Tropical Roofing Co

C-42g**Roof coatings contractor.**

Application of roof coatings for sole purpose of holding gravel on roof and provide reflective surface.

OAHU

Honolulu Painting Co Ltd

HAWAII

Hilo Roof Coating Co/HRC Co/Solar Aide

C-43**Sewer, sewage disposal, drain, and pipe laying contractor.**

To construct concrete and masonry sewers, packaged sewage disposal plants, sewage lift stations, septic tanks, and appurtenances thereto and to lay steel, cast iron, concrete, vitreous and nonvitreous, plastic, and any other type of piping for storm drains, water, and gas lines, irrigation and sewers, manholes in connection with above work, and repairing and recondition of the pipelines, including the excavation, grading, trenching, backfilling, paving, and surfacing in connection therewith.

OAHU

A & S Plumbing
Abe's Plumbing & Service
Advance Plumbing Co Ltd
Air Engineering Co Inc
Akiona Ltd, Moses
Akiona Sons Construction
Allied Pacific Company
Aqua Enterprises Inc
Associated Technical
Au's Plbg & Mtl Works/Hi Hotel & Restnt
Bill's Crane Service Inc
Correa & Son Inc
Costa's Plumbing Repair
Creative Management Corp/Drywall Systems
Dearing & Associates
Donahoe Plumbing
Ah Chong Dung
Hawaii Mechanical Construction
Heide & Cook Ltd
Hi Grade Plumbing Inc
Honolulu Plumbing Co Ltd
Ideal Construction
International Plumbing Inc
Kellar & Assoc, James
Koa Mechanical
Matsunaga Mechanical Contracting Inc
Multi Builders Inc
K Nakagawa Plumbing
Oahu Air Conditioning Service Inc

Oahu Plumbing & Sheetmetal Ltd
Pioneer Contracting Co Ltd
Project Plus
Site Engineering Inc
Skippy's Plumbing & Repair Inc
Soil Sampling Service
Standard Plumbing Co Ltd
Structural Systems Inc
James L K Tom Inc
Toyama, Alvin K
Tracy's Contracting Inc.
Melvin Vincent's Plumbing
Ed Yamashiro Inc

HAWAII

Andrade Service Inc
Bertelmann Inc
L Kaneshiro & Sons Inc
James H Luke & Sons
R Otani Contractor Inc
Eugene Rivera

MAUI

F & M Contractors Inc
F & M Interiors Inc/F & M Plbg & Sheet
Dorvin D Leis Co Inc
Mech-Con Company
David Pico Cespool Digging

KAUAI

Leal's Contracting Inc
Manuel Sanchez Jr

C-43a**Reconditioning and repairing pipeline contractor.**

To repair or recondition water and sewer lines manually or by remote control in conformity with city and county sewer department or with board of water supply specifications.

OAHU

Geltech Constructors/Gelco Grouting Service

International Chemical Systems Hi Inc

C-44**Sheet metal contractor.**

To fabricate, assemble and install cornices, flashings, gutters, downspouts, kitchen and laboratory equipment, duct work, metal flues, and to install pre-manufactured sheet metal products such as metal chutes, lockers, shelving, louvers, nonbearing metal partitions, and other sheet metal items common to the trade, and facsimile items such as plastic skylights, fiberglass

ducts and fittings, including installation of aluminum awnings, canopies, patio covers, and seamless aluminum gutters.

OAHU

A L & C Mechanical
Ace Improvement Inc
Advance Plumbing Co Ltd
Air Control Inc
Air Engineering Co Inc
Aloha Welding Co Inc
American Mech & Service Corp/dba Amsco
Arrow Contractor Hawaii
Associated Sheetmetal Inc
Au's Plumbing & Metal Work
B & B Sheetmetal
Carl's Service & Repair
Carrier Corporation/Carrier Building Srv
Certified Sheet Metal Inc
Commercial Electric Inc
Commercial Sheetmetal Co Inc
Continental/Mecon Jo
Creative Management Corp/Drywall Systems
D J Sheet Metal Inc
Dearing & Associates
Deluxe Sheetmetal Works Inc
Economy Plumbing & Sheetmetal Inc
F L C Limited
Funasaki Plumbing & Tinsmith
G D L Sheet Metal
Gel Tech Constructors/Gelco Grouting Service
Hardware Hawaii Ltd
Heide & Cook Ltd
Hi Grade Plumbing Inc
Hirata's Plumbing
Honolulu Shipyard Inc
Imperial Sales Inc
International Plumbing Inc
Island Awning Shop
Island Sheet Metal Inc
J N J Sheetmetal
K J & T Corporation
Kahaluu Sheetmetal & Ventilation
Kaimuki Plumbing Co Ltd
Koa Mechanical
L T Sheet Metal
Lambert, Jacob Keoki
Larry's Contracting Service
Local Sheetmetal Inc
Master Sheetmetal Inc
Matsunaga Mechanical Contracting Inc
Ralph K Miller Ltd
K Miura Plumbing Inc
Multi Builders Inc
Murphy Sheet Metal Inc
Mutual Welding Co
N K Sheetmetal Air Conditioning Inc
K Nakagawa Plumbing
Oahu Air Conditioning Service Inc
Oahu Plumbing & Sheet Metal Inc

P K Engineering & Construction Inc
Progressive Sheetmetal Inc
Quality Sheetmetal & Air Conditioning Co
R F T Sheetmetal Ltd
Rainbow Continuous Gutter Systems
S M A C Hawaii Inc
Sears Roebuck & Co
Sheetmetal Hawaii Inc
Stanaire & Sheetmetal Co Ltd
Standard Plumbing Co Ltd
State Sheetmetal Works Inc
S I Sugimoto Inc
Sun Heater Hawaii
T I Sheet Metal Shop
T S M Enterprises Inc
Jiro Takasane
T Taketa Sheet Metal Inc
Tinsmith Inc
Tracy's Contracting Inc.
Dick Tsukamoto Plumbing Inc
Universal Sheet Metal Inc.
W K Sheetmetal Air Cond Inc
Waiialua Plumbing & Service
Western Roofing Service

HAWAII

Accurate Air Cond/Kona Restaurant Equip
Alameda's Plumbing & HS
Anvil Inc
Big Island Air Conditioning
Buddy's Sheetmetal
Central Sheetmetal Inc
Custom Sheetmetal Inc
Robert E Dakujaku General Contractor
William D Gordon
Hilo Mechanical Inc
Hilo Sheet Metal Inc
Island Gutters
Kona Air Conditioning/Industries Inc
Kona Restaurant Equip/Accurate Air Cond
L S M Mechanical Inc
R Nishimoto Plumbing
Pacific Air Control Inc
Shin's Sheet Metal
Superior Air Handling/Superior Engineer
F Yamamoto Weld & Repair

MAUI

F & M Contractors Inc
F & M Interiors Inc/F & M Plbg & Sheet
Haiku Farms-Nursery & Landscape Co
J E C O Air Conditioning Inc
Dorvin D Leis Co Inc

KAUAI

Duct-Ter Sheetmetal
Kauai Sheetmetal Wor
Hiromi Marugame Plumber Inc
Hideo Tanaka Plumbing Inc
M Tanaka Store Inc

C-44a**Seamless aluminum gutters contractor.**

To fabricate and install seamless aluminum gutters and downspouts.

OAHU

Curtis Gutter Works
Hattori Construction Co Inc
Ken's Gutters & Awnings
King Contracting

HAWAII

Dakujaku General Contractor, Robert E
H R C Co/Solar Aide Co/Hilo Roof Coating
Hawaii Island Glass
Hilo Roof Coating
Solar Aide Co
Tanaka, Isaac M

C-44b**Awnings and patio cover contractor.***To fabricate and install awnings and patio covers.***OAHU**

Ken's Gutters & Awnings
Pacific Canvas & Awning Inc

HAWAII

Aluminum & Glass Center

C-48**Structural steel contractor.**

To fabricate and erect structural steel shapes, bars, rods, and plates of any profile, perimeter, or cross-section, that are or may be used as structural members for buildings and structures, including riveting, bolting, welding, and rigging in connection therewith. Erection of prefabricated metal buildings, passenger loading bridges, metal roofing and metal siding installed on steel framing, and overhead, sliding and roll-up steel doors or mechanical doors.

OAHU

Abhe & Svoboda Inc
Aloha Welding Co Inc
American Piping & Bq/E E Black Ltd
American Welding Inc
Bay Glass & Steel
Behling Inc
Black Construction Co/B C C Hawaii
E E Black Ltd
C B I Services Inc
C C Engineering & Construction Inc
C S & D Inc
Correa & Son Inc
Custodis-Cottrell Inc
Fought & Company Inc
Harmon Constructors
Hawaii Pacific Distributors Inc
Hawaii Welding Inc
Hawaiian Electric Company
HCI Incorporated
The S G Herrick Corp
Honolulu Shipyard Inc
Hughes Steel Erector
Imua Builders Service Ltd
Inamasu Welding Inc
Independent Steel Inc
Industrial Mech Contrs Inc
Industrial Welding Inc
Island Erectors Inc
Island Steel & Welding Ltd
Jayar Construction Inc
K & S Welding Inc
K W L Services Inc
Koga Engineering & Construction Inc
Madison Industries
Metal-Weld Specialties
Ralph K Miller Ltd
Mutual Welding Co
P K Engineering & Construction Inc
Pacific Erectors Inc
Pacific Fabrication Ltd
Pacific Machinery
Pacific Riggers Ltd
Paradise Erectors Inc
Tung Hoang Pho
Phoenix Structures
Pitt-Des Moines Inc
Project Plus
R T & M K Associates
Raynor Pacific Overnight
Rigging International
F Ronduen Welding

S & M Welding Co Ltd
Paul M Sakamoto
Stan's Welding
Steel Engineering and Erection Inc
Boyd L Strissel
Temcor
Tropical Welding Co Ltd
Tsumoto Development Corp
Waimalu Welding Co
Weitzel Construction
Welding and Metal Works
Western Steel

HAWAII

Active Steel Hawaii
Arakaki Mechanical
Big Island Welding & Fabrication
C W D Construction & Equipment
Dynasty Metal System Inc
Fair Contracting Company Ltd
Hawaii Steel Erectors
Hilo Construction Inc
Ho'ohana A Hoa/Ho'ohana Inc
Industrial Steel Corp
L M Builders
M B Welding Services
M Sonomura Contracting Co
Steel Fabrication Hawaii

MAUI

Amersteel Hawaii Inc
Despins General Construction Inc
Kennedy Construction Corporation

Rediwelders Inc

KAUAI

C W D Construction

Fubar Contracting Inc
Martin Steel Construction
Primatex Construction

C-48a**Steel door contractor.***To install and repair mechanical, overhead, sliding and roll-up steel doors.***OAHU**

Aloha State Sales Co Inc
Commercial Shelving Inc
FL Associates of Hawaii Inc
JBL Hawaii Ltd

Jel Door Service Inc
Oshiro Door Servicing, R K
Pacific Door Service
Serdor Inc

C-49**Swimming pool service contractor.**

To construct and repair concrete, gunite, metal, or latic type pools, whirlpool baths, hot tubs, jacuzzies, pool decks, nd walkways including, but not limited to, installation and repair of water and gas service lines, from closest point of service to pool equipment, pool piping, fittings, back flow prevention devices, pumps, heaters, chlorine dispensers, electric pool lights, pool plastering and other types of interior finishing and sealing, ceramic tile, coping, swimming pool accessories and safety devices, fences for protective purposes if in original contract and excavation and grading in connection with swimming pool construction.

OAHU

Akiona Ltd, Moses
All Pool & Spa Inc
Blue Haven Pools Hawaii
Concrete Coring Co of Hawaii Inc
Fun Pool Hawaii
Hawaii Pools Inc
Honolulu Pool Service
Ideal Construction
K.M.A Kuga's Contractor Inc
Peter B Nottage
Oahu Air Conditioning Service Inc
Oahu Plumbing & Sheet Metal Inc
Pacific Pool & Spa/T W Pools Inc
Power Construction Inc
Precision Pool Products
Pride Builders
Project Plus
J F Snow Corp/Jerry F Snow & Assoc
T W Pools Inc/dba Pacific Pool & Spa
Toyama, Alvin K
United Pool Service
Waialae Pool Service
Williams & Associates

HAWAII

B J Pools & Spas
Hawaiian Aloha Pools/Sorensen Masonry
J P Bow Enterprs/Pool Concepts of Hawaii
James H Luke & Sons
Pacific Water Products
Pool Concepts of Hawaii/J P Bow Enterprs
Sorensen Masonry/Hawaiian Aloha Pools
Thompson Construc/Thompson Pool & Spa
Trans Pacific Contracting & Design Ltd

MAUI

Albright Custom Pools Ltd
Aloha Pool & Spa Inc
Jack D Day
Maui Pacific Pools & Spa
Craig S Weber

KAUAI

Morse Construction
Puni Nani Pools Inc

C-49a**Swimming pool contractor.**

Repair and replacement of swimming pool, whirlpool bath, and jacuzzi pumps, filters, heaters and related circulation piping, acid washing, or repainting of swimming pool, whirlpool bath, and jacuzzi interiors; repairs to pool tile, coping stones, plaster, and decks.

OAHU

All Pool & Spa Inc
Andy's Pool Service
Aqua Blue Pool Service
Baker Technical Service
Blue Champagne Pool & Spa Inc
Blue Fin Pool Service
Custom Pools
Diamond Head Chemicals
Elliott Pool Service
Hi Swim & Leisure
Ideal Construction
Kellar & Assoc, James

McKeown Plastering, Kevin J
Kacs & Co Inc, George M
Pacific Pool & Spa/TW Pools Inc
Raines, Wallace S
TW Pools Inc dba Pacific Pool & Spa
Tri-R Products

HAWAII

Pacific Water Products

KAUAI

Garden Isle Enterprises
Tropic Pool & Spa

C-49b**Hot tub and pool contractor.**

To install hot tubs, saunas, and vinyl or fabric lined pools to include water catchment, storage, and transmission.

OAHU

All Pool & Spa Inc
Blue Champagne Pool & Spa Inc

C & C Hot Tubs
Hawaiian Marketing & Wonderpool

C-51**Tile contractor.**

To prepare the base upon which ceramic, mosaic, granite, terrazo, and other tile work, including all pseudo tile and marble products, will adhere by suction, fasteners, or by adhesives and to install these products.

OAHU

A K L Co
A-1 Construction Corp
Aii Flooring Inc
Allied Floor Corp
Avalon Marble Granite
C & C Tile Company
C B K Tile Inc
Canaan Construction & Decorating Ltd
Leo Cecchetto Inc
Ceramic Installers
Ceramic Tile Designs
Eugene Cheng
Robert M Clark
Classic Tile Corp
Contemporary Tile Work
Corinthian Industries
Coy Long Tile
Creative Tile Corp
Darlington Flooring
E & T Ceramic Tile
Floors of Hawaii/Fashion Floors Hi
Hiroshi Furutomo Tile Co
Stephen M Furutomo
G Y M & Associates
Dorian K Gustaveson
Han's Tile
Hayes Remodeling & Redecorating
HD & C Interiors Ltd
Frank T Hedani
Hi Mini Blind Flooring & Warehouse Inc
Home Repairs/dba Doors Inc
Honolulu Tile & Marble
Installation Special
Interiors Hawaii Inc
Island Flooring Co Inc
J C & C Tile Co
J.D. Steel Co Inc
K Kamada Contractor
Thomas Y Kaneshiro Inc
Kaspar Marble Works
M-J Ceramic Co
Mar-Cor-Tile
Naka's Marble Co
Nan-Cor Tile Co
Peter B Nottage
Darryl W Ogawa
Clifford G Okinaga
Oliver Tile & Marble
Pacific Terrazzo & Tile
Pacific Tile Inc
Paradise Carpet & Tile
Bob Pezzani Ceramic
Noel H Pfeiffer Home Repairs
Pua'Aina
R C Marble & Tile
Reyes Leo
Rivera Buddy
Royal Palm Construction
Robert E Sato Ceramics
Sears Roebuck & Co
South Pacific Enterprise
Star-Tile
Bruce Stasik

Sunwest Tile Inc
The Specialty Addition
Tidy Tile Co Inc
The Tile Man
Udaco Inc
Unitek Technical Services
Universal Ceramic Tile
V I Project Services
Western Tile & Marble
Wichert Tile Ltd
Wilkinson Floor Covering
Windward Tile
Wolf Tile Co

HAWAII

"A" Installations
Aii Tile
Bennett Tile/Kamuela Carpet & Tile
Big Island Carpet & Ceramics
Coker Tile & Marble
Creative Tile Design
Cush Tile
Drapery Company of Hawaii
Ray E Frasure
Giles Construction Co
Glaze Tile Hawaii
James Richard Harlan
Isemoto Contracting Co Ltd
Altonlee N Jamito
Kamuela Carpet & Tile/Bennett Tile
Lee & Simmons Tile Contractors & Consul
Lindsey Lee
Steven G McLoney
North American Tile Corp
Morio Okamoto
Reece Tile & Marble
M Sonomura Contracting Co
Tile By Kaneala
Robert D Visaya
Western Pacific Interiors Inc
Wiberg Tile & Marble
William F Zuke

MAUI

American Ceramic Tile
Albert C Braun Jr
Central Masonry
Richard A Doran
John Freeman
Curtis M Hanneman
Hawaii Building Contractors Inc
Hawn Carpet One dba HCD Corp
Hawn Ceramic Tile dba HCD Corp
Island Tile Inc
Maui Acoustic & Drywall Co Inc
Maui Marble & Granite
N K Ceramic Tile Marble & Granite
Robert G Siep Contract
Suda Construction & Mason Inc
Tropical Tile & Marble Inc

KAUAI

Ceramic Tile & Design
Cummings Custom Ceramic Tile
Island Ceramic Tile

Kauai Tile/Kona Tile
Dennis J Kieler
Kieler-Thomey Flooring dba
Kona Tile/Kauai Tile

Nezbeda Tile Inc
Tamura Floor Sanding & Finishing
Welch Marble & Tile Co Inc

C-51a

Cultured marble contractor.

To prepare the base and install cultured marble or synthetic marble products.

OAHU

Cultured Marble Inc
Elegant Marble Inc

Fabricated Marble of Hawaii Inc
Pacific Counter Top
Naka's Marble Co

C-51b

Terrazzo contractor.

To place and finish terrazzo and liquid membrane with terrazzo chips.

OAHU

Bay Harbor Co Inc

C-52

Ventilating and air conditioning contractor.

To fabricate, assemble, and install warm-air heating and air cooling systems including heating and cooling solar systems, complete ventilating systems and complete air conditioning systems including, but not limited to, piping, controls (other than electrical), instrumentation, building automation, energy management, and trenching, backfilling, patching, and surface restoration in connection with the installation of air conditioning systems,

and including installation of thermal and acoustical insulation necessary to maintain heat, or sound, or both, within the system.

OAHU

50th State Air Conditioning
A A Electric Ltd-Sales & Service
A B C Air Condition & Refrg Svc Inc
A C & R Services
A L & C Mechanical
A Y Refrigeration Inc
Accu-Aire Conditioning
Advance Plumbing Co Ltd
Advanced Air Conditioning Inc
Air Engineering Co Inc
Air-Con Inc
Akahi Pacific Inc
Akiona Ltd, Moses
Allied Builders System/Ram Corporation
Allied Pacific Company
Aloha State Refg & Air Cond Inc
Aloha State Services
American Air Conditioning
American Heating Inc
American Mech & Service Corp/dba
Amsco
American Piping & Bo/E E Black Ltd
Arrow Contractor Hawaii
Associated Insulation/Hawaiian Refractor
Associated Sheetmetal Inc
Au's Plumbing & Metal Works/Hi Hotel
Restaurant
Ay Refrigeration Inc
Baker Consultants Inc
Best Refrigeration Service Inc

Black Construction Co/B C C Hawaii
E E Black Ltd
Carrier Corporation/Carrier Building Srv
Certified Sheet Metal Inc
Commercial Aire Inc
Commercial Electric Inc
Commercial Sheetmetal Co Inc
Consolidated Systems
Continental/Mecon Jo
Creative Management Corp/Drywall
Systems
Critchfield Mechanic/William Critchfield
D J Sheet Metal Inc
Dearing & Associates
Deluxe Sheetmetal Works Inc
Direct Air Condition
Economy Plumbing & Sheetmetal Inc
Hawaiian Refrigeration
Heide & Cook Ltd
Hi Grade Plumbing Inc
Holiday-Parks-Fabric
Honeywell Inc/Commercial Buildings
Group
Honolulu Shipyard Inc
Industrial Contracting
K Construction
K J & T Corporation
Kahaluu Sheetmetal & Ventilation
Kajiura Arthur K E.Q
Kenneth C Kauffman
Koa Mechanical

Larry's Contracting Service
 Lee's Refrig Sales & Service Inc
 Local Sheetmetal Inc
 Master Air Conditioning & Refrigeration
 Master Sheetmetal Inc
 Matsunaga Mechanical Contracting Inc
 McElhiney & Associates Inc
 McQuay Service/Snyder General Corp.
 Mechanical Wholesale Corporation
 Ralph K Miller Ltd
 Multi Builders Inc
 N K Sheetmetal Air Conditioning Inc
 National Air Systems Inc
 Henry T Nishioka
 Oahu Air Conditioning Service Inc
 Oahu Plumbing & Sheet Metal Ltd
 Oahu Sales Inc
 Per Inc
 Precision Air Conditioning
 Quality Sheetmetal & Air Conditioning Co
 Ram Corporation
 Refrigerator Equipment Company Inc
 Regal Service Co Inc
 S M A C Hawaii Inc
 Salmon & Alder Associates
 Scott Co Industrial Contractor
 Sea Breeze Air Conditioning
 Sears Roebuck & Co
 Sheetmetal Hawaii Inc
 Shobu's Refrigeration
 Stanaire & Sheetmetal Co Ltd
 State Sheetmetal Works Inc
 T & S Air Conditioning
 T S M Enterprises Inc
 T Taketa Sheet Metal Inc
 Thermal Engineers Group
 Tinsmith Inc
 Tony's Repair Service
 Tracy's Contracting Inc.
 University Mechanical/University Heating
 W K Sheetmetal Air Cond Inc
 Western Pacific Mechanical
 York International Corp
 Yoshi's Refrigeration

HAWAII

A C R Services/Bockrath Enterprises

C-55

Waterproofing contractor.

To apply felt, glass, asphaltum, pitch, silicone, elastomeric coatings, sheet membranes or any other materials or combination of materials to surfaces to prevent water and water vapor from penetrating and passing the materials. Work shall include, but not be limited to, waterproofing exterior walls and between slabs, both above and below grade, planter boxes, and application to parking decks, play courts, and walking decks to form a watertight non-skid surface, but not to include the work of the C-42 roofing contractor.

OAHU

A-1 Roofing Inc
 AC&L Painting
 Abe & Svoboda Inc
 Ace Flooring Co Inc
 Acro Inc/Santa Fe Engineers Inc
 Advanced Urethane of Hawaii
 Ala Kona Corporation
 Aloha State Roofing
 Apollo System Inc
 Architectural Restoration
 Asato Painting Inc, Harry

Accurate Air Cond/Kona Restaurant Equip
 Airoond Hawaii Inc
 Anvil Inc
 Big Island Air Conditioning
 Custom Sheetmetal Inc
 William D Gordon
 Harry's Air Conditioning Inc
 Hilo Mechanical Inc
 Hilo Sheet Metal Inc
 Island Gutters
 Kailua Air Condition
 Kailua Refrigeration & Air Conditioning
 Kona Air Conditioning/Industries Inc
 Kona Restaurant Equip/Accurate Air Cond
 Kral & Associates
 L S M Mechanical Inc
 Pacific Air Control Inc
 Pagoda Builders
 Rainbow Isle Refrigeration
 Steve's Electric Shop Inc
 Superior Air Handling/Superior Engineer
 T & T Electric Inc.
 Teve's Refrig & Air Conditioning Inc
 Western Conservation

MAUI

A & I Refrig Sales & Service Inc
 Acrefco
 Anthony Construction
 B & B Industries Inc.
 Cool Breeze Air Conditioning
 F & M Contractors Inc
 F & M Interiors Inc/F & M Plbg & Sheet
 Hew Electrical Service
 J E C O Air Conditioning Inc
 Joslin Service Corp
 Dorvin D Leis Co Inc
 Maui Air Conditioning Co
 Maui Refrigeration Service
 Mech-Con Company
 Quality Refrigeration
 Silversword Contract
 Sturdevant Refrigeration & Air Condition

KAUAI

Kauai Air Condition
 Hideo Tanaka Plumbing Inc

Hana Painting
 Hawaii Painting & Wallcovering Inc
 Hawaii Roof/Akamai Roofing/Living
 Enterprises
 Hirota Painting Co Inc
 Island Seco
 Masonry Inc
 Murray, James R
 N W Linings & - Geotextile Products
 Nishida Waterproofing Inc, L M
 Oahu Painting & Decorating
 Pacific Preferred Contr Corp
 Pacific Terrazzo & Tile
 Peacock Roofing Co Ltd
 Positive Systems Inc
 Professional Roofing & Waterproofing Inc
 RCM Construction Corp
 Raymond's Painting
 Royal Palm Construction
 S & M Sakamoto Inc
 Saiki, James
 Santa Fe Engineers/Acro Inc
 Sawai Bros Painting Co Inc
 Sears Roebuck & Co
 Shioi Construction Inc, K
 Structural Dynamics Inc
 Structural Systems Inc
 TS&D Water-Tite Co
 Thompson Construction Corp
 Unitek Technical Service
 Victor's Roofing Inc
 W E Painting Inc
 Watertite Structures/TS&D Co

Westcoast Waterproofing Inc
 Western Engineering Inc
 Western Roofing Service
 Western Waterproofing Co Inc
 Williams & Associates
 Windward Tile

HAWAII

Ray E Frasure
 Long Painting Co
 Marshall Painting Inc
 Glen T Morphis
 M Sonomura Contracting Co
 Trans-Pacific Coating

MAUI

Boomer & Assoc/Structural Concrete
 Consultants
 C I R S Painting Co
 Endo Painting Service Inc
 H T W P Inc
 J D Painting & Decorating Inc
 March Painting Inc
 Maui Waterproofing
 Roy A Otani
 Thomas D Scott
 Structural Concrete Bond/Boomer &
 Assoc

KAUAI

Fuse Painting Inc
 Metzler Contracting Co

C-56

Welding contractor.

On site job layout, cut, assemble and weld the metal products including, but not limited to, pipe lines, tanks, pressure vessels, guard rails, and fire escapes, by welding techniques using carbon arc, metal arc, submerged arc, flux core, resistance, and oxyacetylene processes.

OAHU

A L & C Mechanical
 Aloha Welding Co Inc
 B & H Equipment Inc
 Behling Inc
 C S & D Inc
 H M T Tank Service/H M T Inc
 Hawaii Metal Forming Corp
 Hawaii Welding Inc
 Heide & Cook Ltd
 Honolulu Shipyard Inc
 Inamasu Welding Inc
 Industrial Mech Contrs Inc
 Island Steel & Welding Ltd
 G. K. Kaonohi Plumbing
 Miller's Mobile Welding
 Northwest Metal Fab
 Oahu Air Conditioning Service Inc
 Oahu Plumbing & Sheet Metal Inc
 Pacific Machinery
 Project Plus
 F Ronduen Welding
 S & M Welding Co Ltd
 Stan's Welding & General
 Toyama, Alvin K
 Tropical Welding Co Ltd
 Waimalu Welding Co
 Welding and Metal Works

Robert Wong-Ha Inc

HAWAII

Arakaki Mechanical
 Big Island Welding & Fabrication
 C W D Construction & Equipment
 Incom Inc
 Industrial Steel Corp
 M B Welding Services
 George M Oye Inc
 F Yamamoto Weld & Repair

MAUI

Paul S Ferreira
 J C & S Portable We
 Mel's Welding Service Inc
 Mobile Welding Service
 Ray Neal/Welding Service
 Rediwelders Inc

KAUAI

C W D Construction
 Fubar Contracting Inc
 Kauai Machining
 Kauai Sheetmetal Wor
 Kauai Welding Inc
 Martin Steel Construction

C-57**Well drilling contractor.**

To bore, drill, excavate, case, cement, clean, and repair water wells and to install water well pumps and pump controls, concrete pump base and waterline to adjacent storage tank.

OAHU

Aloha Drilling
American Piping & Bo/E E Black Ltd
E E Black Ltd
C W Associates Inc/Geolabs-Hawaii
Garrett H Campbell
Frandsen & Son
Hawaii Drillers Incorporated
Hawaii Mechanical Construction
Roscoe Moss Co
P R Drilling Company
Rigging International
Roscoe Moss Hawaii Inc
Soil Sampling Service
Toyama, Alvin K
True Geothermal Drilling
Tupola's Masonry Contractor

Water Resources Int'l Inc
Weitzul Construction

HAWAII

Kenneth B Amberson
Bergstedt Drilling
Impact Well Drilling
Keauhou Kona Resort Co
M W Drilling Inc/Big Island Drilling
Fred Page Drilling International Inc
Parker Drilling Company
Richardson Well Drilling

MAUI

Louis L Blazic
David Pico Cespool Digging

C-57a

Pump installation contractor. To install pumps and related equipment including controls, to wells.

OAHU

Akiona Ltd, Moses
Carrier Corporation/Carrier Building Service
Hawaii Drillers Inc
Hawaii Mechanical Construction
Kellar & Associates, James
Project Plus

Rigging International
Roscoe Moss Co
Water Resources Int'l Inc

HAWAII

James U Ishii
M W Drilling Inc/Big Island Drilling
Fred Page Drilling International Inc

C-57b**Injection well contractor.**

To install injection wells.

OAHU

Akiona Ltd, Moses
Ideal Construction
Kellar & Associates, James

Project Plus

HAWAII

Alfred J. Ah Shing Jr

C-61**Solar energy systems contractor.**

To assemble and install solar hot water systems in residential and commercial buildings and swimming pools. Install solar heating and cooling systems in residential, commercial, and industrial buildings.

OAHU

Advance Plumbing Co Ltd
Akiona Ltd, Moses
Andersun Solar
Apollo System Inc
Aqua Enterprises Inc
Associated Technical
Carrier Corporation/Carrier Building Srv
Commercial Sheetmetal Co Inc
Energy Unlimited
Galaxy Plumbing Inc
Gasco Inc
Hi Grade Plumbing Inc

Ideal Construction
Larry's Contracting Service
Natural Resources Inc
Poncho's Solar Service
J M Saito Contracting Inc
Sears Roebuck & Co
The Solaray Corporation
Sun Heater Hawaii
Sunflow Solar
Sunking Inc
Thompson Construction Corporation
Robert Wong-Ha Inc

HAWAII

Rodrigues Plumbing Inc
Smith-Pacific Corp

MAUI

William C Doughty Jr
Hawaiian Solar Shine

Sun King Inc

KAUAI

Manuel Sanchez Jr
Solar Engineering & Contracting
Herman J Stiglmeier
Sun King Inc

C-61a**Solar hot water systems contractor.**

To assemble and install collectors, storage vessels, controls, pumps, and piping in connection therewith.

OAHU

Akiona Ltd, Moses
Anderson Solar
Au's Plumbing & Metal Works/Hotel & Restaurant
Commercial Sheet Metal Co Inc
Johnson Engineering
Gasco Inc
Grand Solar Inc
Lin, Donald J D
Local Contracting
Maxilom Plumbing, K
Olomana Builders Inc

Yamada's Plumbing & Repair Inc

HAWAII

H R C Co
Hilo Roof Coating
N A Plumbing
Solar Aide

MAUI

Haleakala Energy Stg/Haleakala Stg
Dorvin D Leis Co Inc

KAUAI

Tad's Plumbing

C-61b**Solar heating and cooling systems contractor.**

To install solar heating and cooling systems provided that all specialty work requiring a license is sublet to contractors licensed to perform that work.

OAHU

Aqua Enterprises Inc
Johnson Engineering
Kauffman, Kenneth C
Saito Contracting Inc, J M
Solaray Corp, The

Pagoda Builders

MAUI

Mauna Kea Electric Co Inc

KAUAI

Kauai Plumbing
Lone Star Plumbing

HAWAII

Y Aoki Plumbing

C-62**Pole and line contractor.**

To dress, ground, anchor, and erect poles that will carry high voltage (600 volts phase to phase or more) electrical wires and to connect and string electrical wires, fixtures, and apparatus to and between the poles, including installation of pole-mounted transformers. Work shall include street and highway lighting and traffic signal systems.

OAHU

Akamai Electrical Services Inc
Close Electric Inc
Commercial Electric Inc
Jack Endo Electric Inc
Fritz Of Hawaii Inc/Division Of American
Hawaiian Electric Company
Hygrade Electric Co Ltd
J N Electric Inc
Job Line Construction
Kaneohe Electric Inc
Lyman Electric Inc
Scott Co Industrial Contractor
Standard Electric Inc
T V W Ltd
Ted's Wiring Service Ltd

HAWAII

Aloha State Electric
Hirayama Brothers Electric Inc
Tamekichi Ishimaru
Kona Electric
Mauna Kea Electric Inc
T Nakano Electrical
Oskins Electric Company Inc
Steve's Electric Shop Inc
T & T Electric Inc
Telecable Systems Inc

KAUAI

American Line Builders Inc
Bernard P Carvalho Sr
R Electric Inc

Classified specialist.

The performance of construction work requiring special skill which is not related to any of the listed classifications but which does meet the standards set by law for licensing.

OAHU

A-1 Roofing Inc
Abex Corporation
Ace Flooring Co Inc
Acro Inc/Santa Fe Engineers Inc
Alii Drywall/TCS Drywall Inc
All Pool & Spa Inc
All State Industries
Amazon Construction Co Inc
American Piping & Boiler/E E Black
Aqua Enterprises Inc
Astroturf Industries Inc
Aubry Co Inc, Lloyd W
BCC Hawaii/Black Construction Co
BT Corporation/Pacific Design
Blue Champagne Pool
Brandy Signs
California Drilling & Blasting Co Inc
California Glass Co Inc
Capital Home Improvement Corp
Cecchetto Inc, Leo
Central Park Service
Commercial Shelving Inc
Concrete Coring of Hawaii Inc
Creative Management Corp/Drywall Systems
DMR Contracting & Painting
Diamond Head Sprinkler Inc
Epoxy Systems Inc
Fire Control
Fireplace Hawaii Inc
Foundation International Inc
G S I Solar Contracting
Galaxy Plumbing
Gasco Inc
Group Builders Inc
Hawaii Distributors Inc
Hawaii Mechanical Construction
Hawaii Metal Form
Hawaii Seal Coating Co Inc
Hawaii Sprinkler
Hi Grade Plumbing Inc
Homeowners Design Center
Honeywell Inc/Commercial Buildings Group
Iconco of Nevada Inc
Imperial Sales Inc

Industrial Resources Inc
Innerspaces Inc
Interior Coordinator
Island Roofing
Iwamoto Construction
JC Penny Co Inc
Jaimes Drywall Co
Jiffy Set
Kauffman, Kenneth
Masonry Inc
Master Flooring
Mikami Construction Inc, D Y
Mission Drywall & Plastering Inc
Monma General Contractor Inc, H
Nakai Repair Service Ltd, M
National Concrete Sawing Inc
Nishida Weatherproofing Inc, L M
Norman's Tractor Service
Ogino, Bob
Opperman Co, F T
PR Drilling Co
Pacific Design
Pacific Roofing Corp
Pacific Terrazzo & Tile
Petro-Chemical Insulation Inc
Pitt-Des Moines Inc
Railings Inc
Rasmussen Co Inc, M W
Rattan Art Gallery Ltd
Reintjes Co, George P
Rigging International
Roads & Runways Stripes
Roscoe Moss Co
Rovens/Tanaka Construction Inc
Safety Equipment & Sign Co/Unisign Systems
Saito Inc, J M
Sakamoto Inc, S & M
Santa Fe Engineers/Acro Inc
Sears Roebuck & Co
Seki Interior, Dorothy
Shioi Construction Inc, K
Simplex Time Recorder Co
Solaray Corp, The
Stan's Contracting Inc
Stanaire & Sheet Metal Co Ltd
Standard Plumbing Co Ltd

Stephens Contractor, P W
Stricklin, William A
Striping by Lee
Structural Dynamics
Structural Systems Inc
Sueda, J M
TCS Drywall Inc/Alii Drywall
TNH Plumbing
TS&D Water-Tite Co
Temcor
Tom Interiors Inc, R H
Tracy's Contracting Inc
Unisign Systems
Unitek Insulation Inc
W E Painting Inc
Water Resources Int'l Inc
Watertite Structures/TS&D Co
Williams & Associates
Wong-Ha Inc, Robert

HAWAII

Ah Sing Jr, Alfred J
Aluminum & Glass Center
Y Aoki Plumbing & So
Bertelmann Inc
Big Island Gutter Co
Robert E Dokuajaku General Contractor
Fair Contracting Company Ltd
Fred's Service
Friendly Isle Cont & Equip Inc
Fuse Painting Inc
C H Gannon Landscape Sprinkler Systems
Garden Island Enterprises
H M F Services Inc/H M F Services Maui
H R C Co/Solar Aide Co/Hilo Roof Coating
H Harada Contr Inc
Hawaii Island Glass
Hawn Carpet One dba HCD Corp
Hawn Ceramic Tile dba HCD Corp
Hilo Roof Coating Co/H R C Co/Solar Aide
Home Convenience Center/JOD Enterprises
Interiors Pacific
C & H Ishii General Contracting Inc
James U Ishii
Jod Enterprises Inc
Kauai Plumbing
Lone Star Plumbing
M & S Trucking Inc
M-W Drilling Inc/Big Island Drilling
Maui Waterproofing
Mauka Electric Company Inc

Mech-Con Company
Midsea Big Island Construction
Morgan's Roofing Co
Oskins Electric Company Inc
Fred Page Drilling International Inc
Pagoda Builders
Puni Nani Pools Inc
Rodrigues Plumbing Inc
Shimizu & Sons Construction Inc
Solar Aide Co/Hilo Roof Coating Co/HRC
Space Options Inc
Herman J Stiglmeier
Structural Concrete Bond/Boomer & Assoc
Superior Glass & Aluminum Inc
W F Interiors Ltd

MAUI

Aloha Glass Sales
Boomer & Assoc/Structural Concrete Consu
Albert C Braun Jr
C & B Services
Cabato Sprinkler System/Gardener's Guild
Despins General Construction Inc
Dusy Irrigation Inc/
C H Gannon Landscape Sprinkler Systems
H M F Services Inc/H M F Services Maui
Hawn Carpet One dba HCD Corp
Hawn Ceramic Tile dba HCD Corp
Interiors Pacific
M & S Trucking Inc
Maui Waterproofing
Mauka Electric Company Inc
Mech-Con Company
Shimizu & Sons Construction Inc
Structural Concrete Bond/Boomer & Assoc
Superior Glass & Aluminum Inc

MOLOKAI

Friendly Isle Contr & Equip Inc

KAUAI

Fuse Painting Inc
Garden Island Enterprises
Kauai Plumbing
Lone Star Plumbing
Morgan's Roofing Co
Puni Nani Pools Inc
Herman J Stiglmeier

Appendix G

Initial Sample Report of Local Conditions Affecting Component Parts of the Association Property: Sample Reporting of Estimated Costs of Replacement for Hawaii

CAUTION

The information contained in Appendix G are not the results of a "true survey." Appendix G is simply a narrative summary report of some information which was supplied by individuals or firms experienced with the maintenance history of particular condominium projects, or who are familiar with the estimated costs of replacement and problems of particular condominium projects.

The information contained in this Appendix is just a sample of the type of information a board should consider in conducting a replacement reserve study.

The information in Appendix G should not be utilized by professionals as a substitute for the professional's own research and analysis. Non-professionals should not utilize the information in Appendix G as a substitute for professional, legal expert or other advice relating to its particular condominium project and reserve needs

NOTE: *Actual "Chart of Estimated Life of Building Components" has been
reprinted here with permission from Chaney Brooks & Company,
1992 Budget Preparation Guide

Factors Affecting the Estimated Life of Building Components:

Chart of Estimated Life of Building Components		(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, " Island
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*			
Air-conditioning Equipment				
A. Air handlers, central facility	20	Un-Protected Location Inadequate design Equipment rooms containing airhandler is not sized properly to provide adequate maintenance.	Time-Share use usually shortens Life expectancy. Condo/Hotel Condo/Hotel Oper. low, Med.	Humidity and Salt air. Waikiki-near ocean front Not normally affected by local environment conditions.
B. Air handlers, fan coil, filtered unit (small)	15	Un-Protected Location Inadequate design Normally installed in ceiling space: 1)inadequate access; 2)poor coil drainage design.	Time Share use usually shortens life expectancy. Condo/Hotel Condo/Hotel Oper. low, Med. Hi	Humidity and Salt air Waikiki-near ocean front Not normally affected by local environment conditions.
C. Chillers,centrifugal	22	No specific problems during installation.	Condo/Hotel Oper. low, Med. Hi	Water quality Not normally affected by local environment conditions.
D. Chillers, package	15	If air cooled, location of unit could cause operational problems.	Condo/Hotel Oper. low, Med.	Water quality If chiller package is air cooled, it would be affected by the corrosive atmosphere in coastal areas.
E. Compressors, reciprocating	15	Indoor vs. Ourtdoor location No specific problems during installation.	Condo/Hotel Oper. low, Med.	Ocean front exposure Not normally affected by loc environment conditions.
F. Condensers air cooled	20	Location of condenser rquires serious consideration.	Condo/Hotel Oper. low, Med.	Rapid deterioration of condenser fins in windward and coastal areas must be considered.
G. Condensers package	15	No specific problems during installation.	Condo/Hotel Oper. low, Med.	Water cooled condenser package not normally affected by local environment conditions.
H. Fans, central exhaust	15	No specific problems during installation.	Condo Condo/Hotel Oper. low, Med. Hi	Humidity and Salt air As fans are normally roof mounted, corrosion control should be considered.
I. Pumps	12	Well ventilated (cool) room. No specific problems during installation.	Condo/Hotel Oper. low, Med. Hi	Water quality Not normally affected by local environment conditions.
*Actual "Chart of Estimated Life of Building Components" has been reprinted here with permission from Chaney Brooks & Company 1992 Budget Preparation Guide				

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions Noted in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be re- ported as a range of years i.e., minus 10- 15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appro- priate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
Humidity: Minus 5yrs Salt air: Minus 5yrs Minus 5 years None	Varies greatly depending on location and size. Tons of Refrigeration \$.92 per CFM or \$368/12,000 BTUH	Maintenance Lack of adequate inspection & mainte- nance- 20% (8)ft4 Note: 12,000 BTUH= 1 ton A/C capacity
Humidity: Minus 5yrs Salt air: Minus 5yrs Minus 5 years None	Varies greatly depending on location and size. Tons of Refrigeration \$1.50 per CFM or \$600/12,000 BTUH	Lack of adequate inspection & mainte- nance- 20%.
Water quality: Minus 5-10 yrs None	Varies greatly depending to location and size. \$300/12,000 BTUH	
Water quality: Minus 5-10 yrs Minus 3-4 years	Varies greatly depending to location and size. \$600/12,000 BTUH	
None	\$300/12,000 BTUH	Level of Maintenance
Minus 4-6 years.	\$275/12,000 BTUH	
None	\$250/12,000 BTUH	
Minus 5 yrs 10 to 15 years Minus 2-3 years	\$800-1000/Motor \$50/unit \$.50/CFM	If units are undersized and need to work longer.
Minus 2-4 yrs None	\$15/GPM	Level of service and maintenance

Chart of Estimated Life of Building Components		Factors Affecting the Estimated Life of Building Components:		
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*	(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, Island
J. Tower, cooling (location, quality of maintenance and exposure to elements are determining factors)	10	Roof Top Location Location of tower on high rise bldg not always reachable by crane for replacement.	Condo/Hotel Operations Low, Med, Hi	Water Quality, humidity Steel towers are adversely affected by corrosive atmosphere in coastal areas.
K. Wells (casing replacement)	10			
L. Other - Insulation, Controls and Piping	10-20			
Appliances For Rental Apts or Res Mgr's Unit (if Owned by Assn)				
A. Dishwashers	10		Time share use will shorten life. Condo	Rust , Salt air
B. Disposals	10		Time share use will shorten life. Condo	
C. Range	20		Time share use will shorten life. Condo	Rust, Salt air
D. Refrigerator	20		Time share use will shorten life. Condo	Rust, Salt air
Boiler Furnaces and Water Heaters		Indoor vs. Outdoor Location		
A. Boiler	20			
B. Storage Tanks	10		Condo	Water Quality Corrison

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions listed in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be re- ported as a range of years i.e., minus 10- 15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appro- priate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
Minus 2-4yrs Minus 2-3 Years	\$225.00/12,000 BTUH	
10 years	\$250-400/ unit \$475.00	
8years	\$100.00	
15 years	\$350-450/ unit \$750.00	
10 years	\$600-800/ unit \$800.00	
		Level of maintenance
Minus 3-5 yrs 15 years	\$125,000	

Chart of Estimated Life of Building Components		Factors Affecting the Estimated Life of Building Components:		
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*	(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, Island
C. Water Heaters, elec and gas	10	Indoor vs. Outdoor location. Removing Cabinet fronts	Condo	Water quality
Decorating (Lobbies and Corridors)		indoor vs. Outdoor location.	Num. of units served by the corridor will influence it's life. Condo	
A. Carpeting				
1. Corridors	8			
2. Entrance	6		Num. of units served by the corridor will influence it's life. Condo	
B. Draperies/Window Coverings ..	8		Condo	
C. Floor Tile		Same as ceramic Cracked underfloor slab settlement.	All	Subsoil instability
1. Brick	20			
2. Ceramic	20	Thin set exterior tends to loosen faster. Cracked underfloor slab settlement.	All Life will be shorten when used in laundry rooms. Condo	Moisture present during installation
3. Composition	10		Life will be shorten when used in laundry rooms. Condo	
D. Wall Coverings	10	Paint	Condo	Humidity
Elevators		Exterior type in high salt environment need more frequent maintenance.	Condo- Hotel Shorter life for more transient uses.	Some are made of wood and should be inspected for termites.
A. Cabs	30			
***Assume this means "interior" 10-15 yrs (2)				

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions listed in Column (3) on the Estimated of the Building Components (May be expressed in years and it may be re- ported as a range of years i.e., minus 10- 15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appro- priate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
9years	\$300	Exposed locations.
8-12 years	Varies greatly depending on quality of carpet (\$15-40/yard) Average \$20-25/yard. \$25/sq yd	Quality of Carpet Beach Access Pool Access
3-5 years	Varies greatly depending on quality of carpet (\$15-40/yard) Average \$20-25/yard. \$25/sq ft	Quality of Carpet Beach Access Pool Access
8 years	\$300/Pair Sliding Doors	
r- Exterior>	8-10.00/sq ft	Maintenance, Drainage, de-lamination.
10-15 years <5yr- Exterior> 10-15 years	\$20-40 S.F. with mortar set. 8-10.00/sq ft \$25/sq ft	Not enough expansion joints and drains on decks. (above ground) Maintenance, Drainage, de-lamination
Minus 2-3 yrs. 10 years	\$1.65-\$2.70/sq yd. \$18/sq ft	Exposure to light.
10 years 9 years	\$3,500-12,,000/cab. \$100/square Foot	If any part of a cab is remodeled, it must all be done to new code. Type of materials used.

Chart of Estimated Life of Building Components		Factors Affecting the Estimated Life of Building Components:		
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*	(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, Island
B. Doors	30		Condo	Salt air, Rust
C. Interiors	10	See Cabs.	All Transient type uses. Condo	
D. Machinery	30	See Cabs. Well ventilated equip. room	All	
Energy Savings Equipment		None	Condo, Hotel, If under-sized & high usage, would shorten life.	Windward side of all islands tend to have more humidity and salt in the air.
A. Heat Pumps, applied	15			
B. Heat Pumps, package	8			
C. Heat Recovery Equipment	15	None	No moving parts. Use not a factor.	Windward side of all islands tend to have more humidity and salt in the air.
D. Pumps	12			
E. Solar Panels (average quality)	15		Condo	
F. Storage Tanks	10	Underground vs. Degree of protection. None	No moving parts. Use not a factor.	Windward side of all islands tend to have more humidity and salt in the air.
G. Other - Insulation, Controls & Piping	10-20	None	None	Windward side of all islands tend to have more humidity and salt in the air.

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions listed in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be re- ported as a range of years i.e., minus 10- 15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appro- priate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
9 years		Quality of doors technology of equipment.
3-5 years		Primary damage from people
		Professional service Technology of equipment.
Minus 3-5 years.	\$15,000 ea.	
Minus 3-5 years.	\$8,000 ea.	
8-15 years		
Minus 3-5 years.	\$1,200-\$1,500 ea.	
Minus 2-3 years.	N/A	

Factors Affecting the Estimated Life of Building Components:

Chart of Estimated Life of Building Components		(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, F Island
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*			
Laundry Equipment			Typically shorter in time share or hotel type use.	
A. Dryers8			Condo	
B. Washers5			Typically shorter in time share or hotel type use. Condo	Water quality
Lighting Fixtures			All	
A. Indoor20				
B. Outdoor10			All Condo	High salt areas will corrode Salt air Rust
Painting (Interior and Exterior)		Unsound work surfaces, Poor quality of existing paint, i.e. chalky?, Weather, Stagny & Equipment needs.	All Condo	Elastomeric stains in high sal traffic areas. Salt air, Moisture, Sea spray Sunlight, Wind driven rain, Relative humidity, Surface Temp., Airborne pollution
A. Exterior				
1. Paint (masonry base)7				
2. Stain (wood/shingle base)4			All	Fades/peels faster on sunny side. Salt air, Moisture, Sea spray
3. Wood5			Condo	Salt air, Moisture, Sea spray
B. Interior10			Condo	
Pool & Spa Equipment and Furnishings		See C-2. If not on-grade exposed.	Condo Hotel Condo	
A. Coping & Decking5-10				

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions listed in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be reported as a range of years i.e., minus 10-15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appropriate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
8-11 years	\$300-400/Dryer \$450	Maintenance
Minus 1-2 yrs. 8-11 years	\$450-500/Washer \$450	Maintenance
10 years	\$250 each	Replacing incandescent with fluorescent will greatly increase life expectancy.
5 years Minus 1-2 yrs. 15-20 years	\$400-500/Fixture (Pole type)	Replacing incandescent with fluorescent will greatly increase life expectancy.
2-3 years Minus 3-5 5-7 years	\$0.50-0.60/sq ft About \$1-3.00/sq ft \$1.00	Quality of paint and surface preparation. Deterioration of host building material, i.e. concrete, will affect paint & coating life.
1 year Minus 1-2 yrs	\$.060-0.75/sq ft	Quality of paint and surface preparation.
Minus 1-2 yrs	\$.060-0.75/sq ft	Quality of paint and surface preparation.
7 to 10 years	\$.045-0.55/sq ft \$1.00	Quality of paint and surface preparation.
See C-2 8 to 10 years		Maintenance and repairs.

Factors Affecting the Estimated Life of Building Components:

Chart of Estimated Life of Building Components		(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, Island
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*			
B. Furniture	6		Condo	Humidity/Moisture
C. Heater	10	Enclosed /Interior location will extend life.	Condo	Salt air
D. Plastering	10-20		Condo	
E. Pumps & Filter	12		Condo	
Roads and Parking Areas A. Asphalt		Poor Base Poor Drainage	Condo (Excessive water run off.
1. Restriping and Sealcoating.....	5			
2. Resurfacing	10-15	Poor Base Poor Drainage Removing and repairing subgrade failures before resurfacing.	Townhouse condo project: 13 acres	Excessive water run off. Hawaii Kai: salt, heat,some satuatring rains.
B. Concrete	20	Cover over reinforcement, Allowance for movement	All Conditions	Mainly Water & Salt spray
** All conditions, including concrete structures. (3)				
C. Roll-up Gates	10			
Roofing				Wind
A. Asphalt Shingle	20-25			

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions listed in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be reported as a range of years i.e., minus 10-15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appropriate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
7-10 years		Quality of furniture Level of Abuse
Minus 2-4 yrs. 7-9 years	\$900-1600/ heater depending on BTU rating. 2,000	Seasonal use Undersized Heater
7-10 years	\$3000-10,000/pool depending on size (\$100-120 per LF perimeter).	Lack of Acid wash or proper maintenance.
7-10 years		
5-6 years		
Minus 2 to 3 years.	Varies with cost of asphoalt. At time of resurfacing.	Lack of proper seal coat. Traffic density, wheel loads, initial subgrade preparation, asphalt density and compaction equipment/techniques.
Minus 5-10 yrs if reinforcement left unprotected	Varies greatly \$5-150/sq ft	Quality of original construction & protective componentsl
Minus 5-10 yrs		Quality of material Quality of installation

Factors Affecting the Estimated Life of Building Components:

Chart of Estimated Life of Building Components		(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, I Island
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*			
B. Built up (all built up roofs should be routinely checked for rehabilitation every 5 years)		MUST have sloped roof. Ponding water will shorten life.	All	If a drop of water penetrates the membrane, sun will increase volume 5000 times.
1. Flood Coating	10			
2. Replacement or new	10-14	Improper slope causing ponding	Normal Condo	Wind driven rain Shake dry split
C. Flashings, Gutters & Nosings			All	High salt eats copper. Runoff from shake roofs sometimes, also.
1. Copper	40			
2. Galvanized	30	Must not penetrate galvanized coating.	All Condo	High Salt
D. Staining or Oiling (for wood shingle roof)				
E. Tile	20	See C-2. Ceramic Tile	All	C-2 Wind Excessive Moisture
Other			Condo	Rust from Salt air
A. Equipment				
1. Autos	5			
2. Carts, Electric or Gas	7		Condo	

8

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions listed in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be reported as a range of years i.e., minus 10-15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appropriate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
3-4		Poor Drainage, Poor installation
-(3-5). 12-15 years	\$3.00/sq ft	Poor Drainage, Poor installation Foot traffic
30 years		
10 to 15 years		Level of Maintenance
C-2		
	\$15,000	Level of Abuse and Maintenance Depends on care and amt. of use.
7-10 years	\$4,500	

Factors Affecting the Estimated Life of Building Components:

Chart of Estimated Life of Building Components		(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, Island
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*			
3. Compactors	10		Condo	
4. Emergency Generators	20		Condo	Humidity, Salt air
5. Lawn-mowers	5		Condo	
6. Radio Equipment (Quality) ..	5			
7. Vacuum	7		Condo	
B. Fencing (wood)	7	Wood posts set soil, untreated wood.	Condo	Wind, Termites, Dry rot (Dry Rot
C. Fire Extinguishers	10		Condo	
D. Pumps, Fire	20			
E. Pumps, Sump	10			
F. Recreational or Social			Condo	Humidity, Salt air Rust
1. Barbecues	5			

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions Listed in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be re- ported as a range of years i.e., minus 10- 15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appro- priate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
8-10 years		
Minus 5 yrs 8-12 years		Hours of use
3 years	\$450	
2-5 years	\$250	
10-15 years	\$10.00/foot	
annually		test and refill
5-10 years	\$500/unit	Level of use
9a		

Factors Affecting the Estimated Life of Building Components:

Chart of Estimated Life of Building Components		(1) Installation (Describe specific installation problems)	(2) Use (Specify , i.e., timeshare, condo, hotel operations, low, med, high.)	(3) Local Environment Conditions i.e., humidity salt, for Which Areas of the State i.e., Kona, Island
Specific Reserves for Renewal or Replacement	Estimated Life (In year)*			
2. Courts, Handball Racquetball or Tennis	5	underlying Base	Condo	
3. Exercise Room Equipment	7			
4. Putting Green - astroturf	5			
5. Recreation Area Appliances	6			
6. Sauna and Heater	10		Condo	
G. Trash Chutes		Should be at least 2'-0" to avoid Jams.	All	
H. Other Association Properties (List any additional association properties not listed in this survey)		Wooden Structure- Replacement for termite damaged to structure or non cultural members.		
*The figures for the column, "Chart of Estimated Life of Building components, represent estimates only considering average usage and normal wear. Commercial properties may require more frequent renewal and/or replacements. Each property should perform an individual evaluation of its building components on a routine basis.				

Effects of Factors Affecting the Estimated Life of Building Components:

(4) Effect of Local Environmental Conditions listed in Column (3) on the Estimated Life of the Building Components (May be expressed in years and it may be reported as a range of years i.e., minus 10-15 years, minus 2-3 years):	(5) Estimated Replacement Costs Per Appropriate Unit of Measurement i.e., square footage (please specify)	(6) Additional Comments about other factors impacting on the Estimated Life of the Building Component:
4-8 years	\$3000-3500 Per Court to Resurface \$6,000/court to resurface	
		Level of use and abuse
5-7 years	\$2000/unit	Level of use and maintenance

Condominium Replacement Reserve Survey

Name: _____

Firm Name: _____

Speciality Area(s) _____

Years in Specialty Areas _____

Actual Work Experience Areas: (List only areas for which you have more than a General Knowledge)

Years of Experience for each area:

By Signing and Dating Below, I hereby indicate my consent to being listed in the Hawaii State Real Estate Commission's Upcoming Condominium Replacement Reserve Manual.

Name _____ Date _____

PLEASE TURN THE PAGE AND COMPLETE THE SURVEY
(Please Print or Type your answers in the appropriate columns).

Provide answer to only those Building Components, for which you have actual experience with, specialize in or have more than a general knowledge of.

Thank you very much for your time and
consideration to this survey.

Hawaii Real Estate Research and Education Center
2404 Maile Way, Room B-201
Honolulu, HI 96822

Appendix H

Sources for Inflation Rate Estimates

U.S. Department of Labor Statistics

Consumer Price Index 24-hour hotlines:

Honolulu (808) 541-2808

This hotline provides the national U.S. consumer price index (CPI).

The Honolulu hotline provides information specific to the Honolulu Area.

Consumer Price Index

State of Hawaii

Department of Business, Economic Development & Tourism

Information Resources Management Division

(808) 586-2486

1-800-421-3233 from the neighbor islands

Fax: 586-2452

R.S. Means Company, Inc.

100 Construction Plaza

P.O. Box 800

Kingston, MA 02-65

(617) 58-7880

Marshall & Swift

1617 Beverly Boulevard

P.O. Box 26307

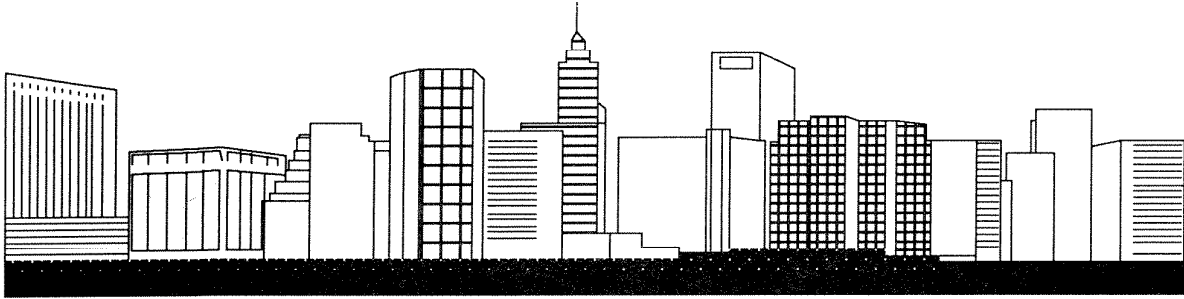
Los Angeles, California 90026-0307

(800) 544-COST

Appendix I

Consumer Brochure Explaining the Adequate Reserves Requirement for Condominium Apartment Owners

(the following is an unofficial draft of a brochure
to be produced by the Hawaii Real Estate Research and Education Center)



Condominium Replacement Reserve

Summary

To minimize charging condominium apartment owners with unexpected fees for maintenance and repairs of condominium, structure, grounds and other common elements, the law mandates that your association of apartment owners, in 1993, do the following:

- Complete a condominium maintenance replacement reserve study to determine the estimated total amount of funds the association will require for the upkeep, repair, or replacement of those parts of the association's property, which the association is obligated to maintain;
- Fund not less than 50% of the estimated total maintenance replacement reserves by January 1, 2000 in increments over the next 7 years; and

- Include in its annual budget an amount to be collected from its condominium owners, which amount shall not be less than 50% of the total full replacement reserve amount for that fiscal year.

This brochure is not intended to be a complete or exhaustive explanation of this subject. For more detailed information on this subject please consult the professional services of i.e., an engineer, appraiser, building scientist, attorney, an individual experienced in conducting replacement reserve studies etc. For more readings and publications about this subject, you may begin your investigation by consulting the bibliography. If you have specific questions about the condominium replacement reserve requirements, you may call the Hawaii State Real Estate Commission's Condominium Specialist at 586-2645.

A more technical manual about estimated replacement reserves has been prepared by the Hawaii Real Estate Research and Education Center entitled, "Condominium Reserves Reference Manual"

Introduction

A condominium apartment is “home” to many of you; or will soon be a “home” for many of you. Your condominium apartment “home” is made up of your apartment and other parts of the condominium project. You share the use of these areas and parts with other condominium owner-neighbors. These shared areas and parts are commonly referred to as “condominium association property.” Like all “homes”, condominium living improves with age. However, condominium projects like “homes” do age and without “TLC” (Tender Loving Care) do deteriorate.

This brochure is intended to help you understand the new law about estimated condominium replacement reserves. To assist you with an understanding of the law, think of condominium replacement reserves as the required “TLC” of your condominium association’s property.

This brochure also explains the role your Association’s Board of Directors play in planning the “TLC” of your condominium project.

Note: A discussion about “TLC” of the inside of your condominium apartment is not included in this brochure. “TLC” of the insides of your apartment is not a shared responsibility but only that of the apartment owner.

Why Reserves?

The Main Ingredient of “TLC” A Replacement Reserve Study

You may for illustration purposes, picture your “TLC” condominium apartment “home” like this:

INSERT picture of a condominium apartment supported by component parts labeled, indicating a high asset value

Without “TLC” of your association’s property, after

some years; the areas and parts may begin to look like this:

INSERT picture of condominium apartment with component parts beginning to deteriorate after 5 years indicating a declining asset value

After 30 years without “TLC” your condominium association’s property apartment home may look like this:

INSERT picture of condominium apartment falling apart, indicate a greatly fallen value

But with “TLC” after 30 years your condominium apartment association property and home may not look like that above. It may still look relatively the same as when you first moved in, like this:

INSERT #1

“TLC” simply involves planning financially ahead and setting aside enough monies to meet the costs for replacing portions of the association’s property when needed. Your association’s board of directors play the lead role in providing for the “TLC” of your condominium association property. Thus, the use and enjoyment of your condominium apartment “home” is very much dependent on the “TLC” of the condominium association property.

The end results of “TLC” include:

For Home Owners—A valuable home preserved for generations to enjoy; a preventive measure against high unexpected assessment, maintenance, repairs to common elements, the availability and continuance of condominium project and home owner’s insurance; fairness to all owners who receive the benefits of the association’s property and provision for the cost of deterioration as it occurs without deferring to unsuspecting future owners;

For Absentee Owners—a preserved asset for resale,

(the adequacy of the replacement reserve may be a material fact requiring disclosure to potential purchasers)

For Potential Buyers — ease of financing; lenders look favorably on projects that are well maintained and have the financial resources to be maintained for the life of the loan;

Who Conducts and What is Involved With Performing an Estimated Replacement Reserve Study?

“TLC” of your condominium apartment home may include, among other Board actions, the following:

- Identifying and inventorying what association property will need repair or replacement; (association property include but are not limited to common areas of the condominium project as determined from the declaration, master deeds, or leases, by-laws, covenants, and other agreements affecting the property; real and personal property owned or leased for more than one year by the association; and all other property and parts that an association is obligated to maintain)
- Estimating how much longer each component part will last;
- Estimating the approximate or major maintenance expense for replacing each component part;
- Dividing the major maintenance expense or capital expenditure (cost) by a fraction which has as its numerator and denominator, the component’s estimated age and estimated useful life, the resulting figure is the estimated replacement reserve amount required to be collected for that component.

Your Association’s Board will decide how much of the total replacement reserve amount to set aside ; the law sets as a minimum requirement , collection of 50% of the total replacement reserve amount by January 1, 2000; proposed condominium replacement reserve

rules under study sets an annual minimum requirement at 25% of the calculated annual reserve amount until January 1, 2000. At this level of funding , a special assessment will be needed to meet the required 50% funding in the year 2000.

How much of the estimated replacement reserve amount should an association fund?

Boards must assiss owners to fund by January 1, 2000, at least 50% of the estimated replacement reserves. The following graph gives you some idea of your choices in providing for an adequate replacement reserve:

As you can see, different funding levels will impact on how much more will be required to be collected from you in the year 2000. Except for the minimum funding required, the decision to fund above the minimum required rests with your Board of Directors.

What to Do When Your Board Fails to Prepare An Annual Operating Budget, Conduct a Replacement Reserve Study and Collect Annually, an Estimated Replacement Reserve Amount for Maintenance of Your Condominium Association Property?

As an apartment owner, you may enforce compliance and upon prevailing, as provided by Hawaii Revised Statutes 514A-95 (b), you may be awarded the reasonable and necessary expenses, costs and attorney’s fees incurred in enforcing compliance.

It may be best to first request mediation through the neighborhood Justice Center or arbitration through the American Arbitration Association. These other avenues may be more economical and expedient.

But the more important result is this your condominium apartment “home” which may look like this:

INSERT picture without “TLC”

Appendix J

Act 189 (unofficial) Relating to Condominium Property Regimes

CONFERENCE COMMITTEE REP. NO. 101 (unofficial)

Honolulu Hawaii, 1992

RE:H.B. No. 3960

H.D. 1

S.D. 1 C.D. 1

Honorable Daniel J. Kihano
Speaker, House of Representatives
Sixteenth State Legislature
Regular Session of 1992
State of Hawaii

Honorable Richard S. H. Wong
President of the Senate
Sixteenth State Legislature
Regular Session of 1992
State of Hawaii

Sir:

Your Committee on Conference on the disagreeing vote of the House of Representatives to the amendments proposed by the Senate in H.B. No. 3960, H.D. 1, S.D. 1, entitled:

“A BILL FOR AN ACT RELATING TO CONDOMINIUM PROPERTY REGIMES,”

having met, and after full and free discussion, has agreed to recommend and does recommend to the respective Houses the final passage of this bill in an amended form.

The purpose of this bill is to clarify Act 132, Session Laws of Hawaii 1991, which was enacted to ensure that condominium project associations have adequate funding of replacement reserves so that apartment owners are not charged high fees unexpectedly for maintenance and repairs to condominium common elements. The bill clarifies Act 132 by:

- (1) Replacing the term “cash reserves” with “replacement reserves”;
- (2) Requiring a minimum of fifty percent, rather than one hundred percent, of the estimated replacement reserves based on a reserve study performed by the association;
- (3) Extending the funding of estimated replacement reserves in increments from five to seven years;
- (4) Providing for enforcement by any apartment owner;
- (5) Providing that the requirements of this section override any requirements of the association, with certain exceptions relating to a requirement that the association collect more than fifty percent of reserve requirements; and

- (6) Expanding the definition of “emergency situation” to include extraordinary expenses due to legal or administrative proceedings brought against the association.

Your Committee strongly believes that condominium projects should have adequate reserves in fairness to all owners who receive the benefits of use of the common elements. However, a one-hundred percent reserves requirement may be higher than necessary for the purpose of ensuring that all condominiums have some adequate level of reserves. Accordingly, your Committee believes reducing the mandatory reservation requirement from one-hundred percent to fifty percent will afford a level of protection to all owners. Nothing will preclude condominiums from having a higher or one-hundred percent reserve. Your Committee is informed that many condominiums already meet a fifty percent requirement and thus, will not be affected by this requirement. However, this bill will require condominiums with inadequate reserves to come up to this minimum standard.

Accordingly, your Committee on Conference has agreed to return to the House Draft. A non-substantive technical correction was also made.

Your Committee on Conference is in accord with the intent and purpose of H.B. No. 3960, H.D. 1, S.D. 1, as amended herein, and recommends that it pass Final Reading in the form attached hereto as H.B. No. 3960, H.D. 1, S.D. 1, C.D. 1.

Respectfully submitted,

MANAGERS ON THE PART OF THE
SENATE

MIKE CROZIER, Chair

JAMES AKI, Member

RICK REED, Member

MANAGERS ON THE PART OF THE
HOUSE

MAZIE HIRONO Chair

KENNETH T. HIRAKI, Member

DAVID MORIHARA, Member

PAUL OSHIRO, Member

GENE WARD, Member

ACT 189 (Unofficial)
RELATING TO CONDOMINIUM PROPERTY REGIMES.

NOTE: “[]” brackets indicate deletions.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

SECTION 1. The legislature finds that Act 132, Session Laws of Hawaii 1991 was enacted to ensure that condominium associations properly fund their maintenance replacement reserves so that owners will not be charged high unexpected fees for maintenance and repairs of condominium structures, grounds, and other common elements.

Though the purpose of Act 132 is valid and necessary, the legislature has found that some condominiums are facing possible escalation of maintenance fees from twenty-five per cent to one hundred per cent in the next year to get a “head start” on meeting the requirements of Act 132, even though Act 132 has an effective date of January 1, 1993. In delaying the effective date of Act 132, the legislature intended to provide time to assess the law and any problems thereunder prior to its effective date to avoid causing undue burdens upon condominium owners. The legislature finds that certain amendments to Act 132 are warranted to more effectively carry out the intent of the Act.

SECTION 2. Act 132, Session Laws of Hawaii 1991, is amended by amending Section 1 to read as follows:

“SECTION 1. Chapter 514A, Hawaii Revised Statutes, is amended by adding a new section to be appropriately designated and to read as follows:

““514A- Associations of apartment owners; budgets and reserves. (a) The board of directors of each association of apartment owners shall prepare and adopt an annual operating budget and distribute it to the apartment owners. At a minimum, the budget shall include the following:

- (1) The estimated revenues and operating expenses of the association;
- (2) Information as to whether the budget has been prepared on a cash or accrual basis;
- (3) The total [cash] replacement reserves of the association as of the date of the budget;
- (4) The estimated [cash] replacement reserves the association will require to maintain the property[;]
based on a reserve study performed by the association;
- (5) A general explanation of how the estimated [cash] replacement reserves are computed; and
- (6) The amount the association must collect for the fiscal
year to fund the estimated [cash] replacement reserves.

(b) The association shall assess the apartment owners to fund a minimum of fifty per cent of the estimated [cash] replacement reserves; provided that a new association created after [the effective date of this Act] January 1, 1993 need not collect estimated [cash] replacement reserves until the fiscal year which begins

after the association's first annual meeting. For each fiscal year the association shall collect a minimum of fifty per cent of the full amount required to fund the estimated [cash] replacement for that fiscal year reserves except:

(1) The commission shall adopt rules to permit an existing association to fund its estimated [cash] replacement reserves in increments [during the first five years] after [the effective date of this Act;] January 1, 1993 and prior to January 1, 2000; and

(2) The commission shall adopt rules to permit an association to fund in increments, over [two] three years, estimated [cash] replacement reserves which have been substantially depleted by an emergency.

(c) The association shall compute the estimated [cash] replacement reserves by a formula which is based on the estimated life and the estimated [replacement cost] capital expenditure or major maintenance [expense of] required for each part of the property. The estimated [cash] replacement reserves shall include:

(1) Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and

(2) Separate, designated reserves for each part of the property for which capital expenditures or major maintenance will exceed \$10,000. Parts of the property for which capital expenditures or major maintenance will not exceed \$10,000 may be aggregated in a single designated reserve.

(d) No association or apartment owner, director, officer, managing agent, or employee of an association who makes a good faith effort to calculate the estimated [cash] replacement reserves for an association shall be liable if the estimate subsequently proves incorrect.

(e) The commission may request a copy of the annual operating budget of the association of apartment owners as part of the association's registration with the commission under section 514A-95.1.

(f) A board may not exceed its total adopted annual operating budget by more than twenty per cent [in a] during the fiscal year to which the budget relates, except in emergency situations. Prior to the imposition or collection of an assessment under this paragraph, the board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.

(g) The requirements of this section shall override any requirements in an association's declaration, bylaws, or any other association documents relating to preparation of budgets, calculation of reserve requirements, assessment and funding of reserves, with the exception of:

(1) any provisions relating to the repair and maintenance of property,

(2) any requirements in an association's declaration, bylaws, or any other association documents which require the association to collect more than fifty per cent of reserve requirements; or

(3) any provisions relating to upgrading the common elements, such as additions, improvements, and alterations to the common elements.

(h) Subject to the procedures of section 514A-94 and any rules adopted by the commission, any apartment owner whose association board fails to comply with this section may enforce compliance by the board. In any proceeding to enforce compliance, a board which has not prepared an annual operating budget and reserve study shall have the burden of proving it has complied with this section.

[(g)] (i) The commission may adopt rules to implement this section.

[(h)] (j) As used in this section:

“Capital expenditure” means an expense which results from the purchase or replacement of an asset whose life is greater than one year, or the addition of an asset which extends the life of an existing asset for a period greater than one year.

“Emergency situation” means any of the following:

- (1) An extraordinary expense required by an order of a court;
- (2) An extraordinary expense necessary to repair or maintain any part of the property for which the association is responsible where a threat to personal safety on the property is discovered; [or]
- (3) An extraordinary expense necessary to repair any part of the property for which the association is responsible that could not have been reasonably foreseen by the board in preparing and distributing the annual operating budget; or
- (4) An extraordinary expense necessary to respond to any legal or administrative proceeding brought against the association that could not have been reasonably foreseen by the board in preparing and distributing the annual operating budget.

“Major maintenance” means an expenditure for maintenance or repair which will result in extending the life of an asset for a period greater than one year.

“[Cash] Replacement reserves” means funds for the upkeep, repair, or replacement of those parts of the property including, but not limited to roofs, walls, decks, paving, and equipment, which the association is obligated to maintain.”

SECTION 2. Statutory material to be repealed is bracketed. . . .

SECTION 3. This Act shall take effect on January 1, 1993.

CHAPTER 514A
CONDOMINIUM PROPERTY REGIMES

PART V. CONDOMINIUM MANAGMENT

514A-83.6 Associations of apartment owners; budgets and reserves.

[Effective January 1, 1993.] (a) The board of directors of each association of apartment owners shall prepare and adopt an annual operating budget and distribute it to the apartment owners.

At a minimum, the budget shall include the following:

- (1) The estimated revenues and operating expenses of the association;
- (2) Information as to whether the budget has been prepared on a cash or accrual basis;
- (3) The total cash reserves of the association as of the date of the budget;
- (4) The estimated cash reserves the association will require to maintain the property;
- (5) A general explanation of how the estimated cash reserves are computed; and
- (6) The amount the association must collect for the fiscal year to fund the estimated cash reserves.

(b) The association shall assess the apartment owners to fund the estimated cash reserves; provided that a new association created after January 1, 1993, need not collect estimated cash reserves until the fiscal year which begins after the association's first annual meeting. for each fiscal year the association shall collect the full amount required to fund the estimated cash reserves for that fiscal year except:

- (1) The commission shall adopt rules to permit an existing association to fund its estimated cash reserves in increments during the first five years after January 1, 1993; and
- (2) The commission shall adopt rules to permit an association to fund in increments, over two years, estimated cash reserves which have been substantially depleted by an emergency.

(c) The association shall compute the estimated cash reserves by a formula which is based on the estimated life and the estimated replacement cost or major maintenance expense of each part of the property. The estimated cash reserves shall include:

- (1) Adjustments for revenues which will be made before the beginning of the fiscal year to which the budget relates; and
- (2) Separate, designated reserves for each part of the property for which capital expenditures or major maintenance will exceed \$10,000. Parts of the property

for which capital expenditures or major maintenance will not exceed \$10,000 may be aggregated in a single designated reserve.

(d) No association or apartment owner, director, officer, managing agent, or employee of an association who makes a good faith effort to calculate the estimated cash reserves for an association shall be liable if the estimate subsequently proves incorrect.

(e) The commission may request a copy of the annual operating budget of the association of apartment owners as part of the association's registration with the commission under section 514A-95.1.

(f) A board may not exceed its adopted annual operating budget by more than twenty per cent in a fiscal year except in emergency situations. Prior to the imposition or collection of an assessment under this paragraph, the board shall pass a resolutions containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.

(g) The commission may adopt rules to implement this section.

(h) As used in this section:

"Capital expenditure" means an expense which results from the purchase or replacement of an asset whose life is greater than one year, or the addition of an asset which extends the life of an existing asset for a period greater than one year.

"Emergency situation" means any of the following:

- (1) An extraordinary expense required by an order of a court;
- (2) An extraordinary expense necessary to repair or maintain any part of the property for which the association is responsible where a threat to personal safety on the property is discovered; or
- (3) An extraordinary expense necessary to repair any part of the property for which the association is responsible that could not have been reasonably foreseen by the board in preparing and distributing the annual operating budget.

"Major maintenance" means an expenditure for maintenance or repair which will result in extending the life of an asset for a period greater than one year.

"Cash reserves" means funds for the upkeep, repair, or replacement of those parts of the property including, but not limited to roofs, walls, decks, paving, and equipment, which the association is obligated to maintain. [L1991, c 132, §1]

Appendix K

Working Draft of Proposed Rules for Implementing the Condominium Reserves Requirement

At the time of publication of this manual, no administrative rules to implement the condominium reserves law have been adopted by the Hawaii Real Estate Commission. Included here for information purposes only is a working draft of proposed rules for implementing the condominium reserves requirement. The Hawaii Real Estate Commission is studying and researching the contents of this working draft. The draft contents are not law and have no effect of law. The draft is included here for information purposes only and to solicit written comments. Send any comments directly to the Hawaii Real Estate Commission's Condominium Specialist at 250 South King Street, Room 702, Honolulu, Hawaii 96813. The Hawaii Real Estate Commission will be scheduling a public hearing on its final draft of proposed rules at the conclusion of its research and study. At that time the public will be notified of the hearing. The public may submit their comments prior to and at the hearing. Subsequent to the hearing and approval of the rules by the Governor and filing of the rules with the Lt. Governor's Office any adopted rules become effective 10 days after filing.

SUBCHAPTER _____ REQUIREMENTS FOR RESERVES

§16-107-1 Objective. This subchapter implements the requirements of Section 514A-83.6 that all condominium associations must follow budgets and establish statutory replacement reserves to reduce the need for special or emergency assessments. These rules try to ensure that each owner in a condominium project pays a fair share of the short and long-term costs of operating the project, based on the owner's period of ownership. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6)

§16-107-2 Definitions. Unless the context clearly indicates otherwise, the definitions in Chapter 514A, Hawaii Revised Statutes, apply to these rules and the following definitions apply to Chapter 514 and these rules:

“Adequate replacement reserve” means reserve funds for an asset equal to the product of:

- (1) The projected capital expenditure or major maintenance required for the asset at the end of its estimated useful life; and
- (2) A fraction which has as its numerator and denominator the asset’s estimated age and estimated useful life, respectively.

The total of the adequate replacement reserves for each asset shall be an adequate replacement reserve for the association.

Comment: An adequate reserve is sufficient funds to maintain, repair, or replace an asset at the time the expense must be made (i.e., the end of the asset’s estimated useful life). At any time before then, an adequate reserve is a percentage of that amount, based on the estimated age of the asset and its estimated useful life. Example: a roof with an estimated useful life of 10 years will cost \$100,000 to replace. At the end of its seventh year of life, an adequate reserve will be $\$100,000 \times 7/10 = \$70,000$. In the tenth year of its life, an adequate reserve will be $\$100,000 \times [10/10 =] 1 = \$100,000$.

“Asset” means any part of the association property.

Comment: Initially, reserves must be calculated for each part of the association property because each part has a different life expectancy. An asset is a part of the association property which the association must maintain, repair, or replace. Note that the term asset may include a part of the exempt association property which ceases to be exempt.

“Association property” means those parts of a condominium project which an association is obligated to maintain, repair, or replace, including but not limited to:

- (1) All of the common elements of the project, as determined from the declaration and bylaws of the association and any master deeds, restrictive covenants, or other documents affecting the project;
- (2) Any real property which is not part of the common elements but which the association either owns or leases for a term of more than one year, such as a manager’s apartment acquired by the association after the project was developed;
- (3) Any personal or movable property owned or leased by the association; and
- (4) Any fixtures owned or leased by the association.

“Association property” does not include any part of the project which is “exempt association property” or which less than all owners are obligated to maintain, such as apartments or certain limited common elements.

Comment: One of the key elements of a reserve study is determining the property which the association is obligated to maintain, repair, or replace, and, therefore, for which the association must establish a reserve. Certain association property is exempt from the reserves process (see definition of “exempt association property”). Since reserves are primarily for large expenses, parts of the property which have low value may be excluded. Since reserves are also for items with a limited life, parts of the association property which (theoretically) have an unlimited life, such as the concrete, plumbing, and wiring of a project, can be omitted from the reserve study, as long as they fit within the definition of “exempt association property”. Eventually, the passage of time may reduce the unlimited life of such property to the point where it ceases to be exempt and must be included in the reserve study.

Property which an association has leased is usually deemed association property for purposes of a reserve study. Including leased property is based on two assumptions: (i) the association has leased the property because it is required for the operation of the project; and (ii) the leased property must also be maintained, repaired, or replaced. Therefore, an association must include leased property in the association’s calculations of an adequate replacement reserve.

“Budget year” means the association’s fiscal year for accounting and budgetary purposes.

“Contingency reserves” means all reserve funds, other than replacement reserves, in an association’s reserves accounts, including but not limited to reserves for:

- (1) Unexpected contingencies or emergencies which in the reasonable judgement of the board may occur
- (2) The payment of insurance deductibles or other expenses relating to insurance;
- (3) Legal expenses and lease renegotiation or fee purchase expenses;
- (4) Exempt association property or additions and improvements to the association property, such as new construction; or
- (5) Late payment or non-payment of an assessment by any owner.

Comment: Hawaii’s reserve law only requires “replacement reserves” - i.e. reserves for anticipated, not unanticipated expenses. In addition, these rules require reserves only for association property, not exempt association property. Nevertheless, many boards may wish to establish reserves for the unexpected, for exempt association property, for new

construction, or for emergencies. Contingency reserves are for items for which no reserve is required but for which a board may establish reserves if it chooses.

“Emergency” means the same as “emergency situation,” defined in Section 514A-83.6(j).

“Estimated age” means the estimated useful life of an asset minus its estimated remaining life.

“Estimated remaining life” means any period: (1) which is shorter than the estimated useful life of an asset; and (2) for which the asset will continue to serve its intended function without requiring capital expenditures or major maintenance.

“Estimated replacement reserves” means funds which an association’s reserve study indicates must be collected during a budget year to establish an adequate replacement reserve for the association by the end of that year

“Estimated useful life” means the period: (1) a new asset; or (2) an existing asset which has been newly restored or refurbished, will serve its intended function without requiring capital expenditures or major maintenance.

“Exempt association property” means any asset which:

- (1) At the end of its estimated useful life will require capital expenditures or major maintenance of less than \$1,000 or 0.1% of the association’s annual operating budget, whichever is greater; or
- (2) Has an estimated remaining life of more than 20 years.

Any asset which because of the passage of time ceases to be exempt shall become association property and be subject to the transitional rules stated in Section 16-107-12 of these rules.

Comment: Since reserves are primarily for large expenses, parts of the property which have low value can be excluded from the reserve study. Since reserves are also for items with a limited life, parts of the property which (theoretically) have an unlimited life (here defined as more than 20 years) need not be included in the reserve study. (Examples of the latter may be concrete, plumbing, and wiring in a project.) Nevertheless, nothing in the law or these rules prohibits an association from establishing reserves for exempt association property. Note that these rules require the board to disclose which assets are exempt association property and the basis for the exemption (see Section 16-107-12).

“Existing association” means an association which has held its first association meeting before 1 January 1993

“Funds” or “reserve funds” means cash or cash equivalents, including but not limited to

certificates of deposit, bonds, treasury bills, and shares in mutual funds, but excluding any funds which the association has borrowed. No borrowed funds shall be included when calculating whether an association has collected its statutory replacement reserves.

Comment: The law is clear that reserves must be fifty percent funded in cash or cash equivalents. Therefore, the association must exclude any borrowed funds when calculating whether the association has fifty percent of an adequate replacement reserve.

“Managing agent” means, for purposes of the good faith exemption provided by Section 514A-83.6(d), any person who prepares a reserve study and who:

- (1) Is a managing agent as defined by Chapter 514A and commission rules and policies relating to managing agents;
- (2) Meets all legal requirements for managing agents; and
- (3) Is the managing agent for the association for which the reserve study is prepared.

Any employee of a managing agent who prepares the reserve study shall be deemed a managing agent for purposes of this definition.

Comment: Note that under this definition, even a person who meets the definition and legal requirements for a managing agent will not be entitled to the good faith exemption unless the person (or entity) also serves as managing agent for the association for which the reserve study is prepared.

“New association” means an association which holds its first association meeting after 1 January 1993.

“Statutory replacement reserves” means fifty percent of an association’s estimated replacement reserves.

Comment: Act 189 (SLH 1992) reduces the amount of reserves an association must collect to 50% of an adequate reserve. In these rules, the amount required by Act 189 is also referred to as the association’s statutory replacement reserves.

“Substantially deplete” means any expense for an emergency which reduces the association’s replacement reserves and contingency reserves by more than seventy-five percent (75%). [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6)

Comment: The law allows associations which have substantially depleted their replacement reserves up to three years to rebuild them. This

section defines when substantial depletion has occurred and ties in with Section §16-107-7. Since contingency reserves are primarily for emergencies, the definition includes contingency reserves in the calculation of substantially deplete.

§16-107-3 Effective date for establishing statutory replacement reserves. (a) The requirements of this section shall be subject to the transitional rules stated in §16-107-4 and the emergency rules stated in §16-107-8.

(b) Each budget year, beginning in the 1993 budget year, the board of an existing association shall prepare and adopt an annual operating budget for the following budget year. Each such budget shall include assessments sufficient to fund the association's statutory replacement reserves for the year to which the budget relates. Each budget year, beginning with the 1994 budget year, the association shall collect at least its statutory replacement reserves for that budget year.

(c) Each budget year, beginning in the year of a new association's first annual meeting, the board of the new association shall prepare and adopt an annual operating budget for the following budget year. Each such budget shall include assessments sufficient to fund the association's statutory replacement reserves for the year to which the budget relates. Each budget year, beginning in the first budget year after the new association's first meeting, the association shall collect at least its statutory replacement reserves for that budget year. [Eff //] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment: This section states the basic rule of the reserves law: every association must collect sufficient funds from its members to establish a minimum of fifty percent of the adequate reserve for the association by the end of each budget year. In these rules, that amount is defined as the "statutory replacement reserves." Nevertheless, the section recognizes that the law requires not just reserves but a budget process, which includes reserves. Therefore, the section requires that the budget process begin on the effective date of the law, but that the reserves be collected when the budget actually goes into effect, that is, the year after the budget is developed and adopted. In addition, the following section gives an existing association until 1 January 2000 to collect at least fifty percent of an adequate reserve - its statutory reserve.

§16-107-4 Transitional rules for adequate reserves for existing associations prior to 1 January 2000. (a) Prior to 1 January 2000, an existing association need not have a minimum of fifty percent of an adequate replacement reserve in its reserve account. Nevertheless, prior to the budget year beginning in 1997, an existing association shall collect at least twenty-five percent of the dollar amount which the association's reserve study indicates will be an adequate

replacement reserve for the association on 1 January 2000. Moreover, in the 1994 budget, and in each budget prior to 1 January 2000, an existing association shall clearly disclose in its budget:

- (1) The dollar amount which the association's reserve study indicates will be an adequate replacement reserve for the association on 1 January 2000; and
- (2) How much of that amount the board intends to collect each budget year prior to 1 January 2000.

(b) In calculating an adequate reserve for an existing asset, an association may disregard the actual age of the existing asset on 1 January 1994. Instead, the association may assume the estimated age of the existing asset on 1 January 1994 is zero and that the asset's estimated useful life is the same as its estimated remaining life on that date.

(c) An existing association whose budget year begins after 1 January 1993 may have up to six additional months beyond the dates given in this section to budget and assess for statutory replacement reserves, provided the association collects its statutory replacement reserves by 1 January 2000. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment: This section states the basic rules during the transitional period of Section 514A-83.6, i.e., from 1 January 1993 to 1 January 2000. First, an existing association need not establish at least 50% of an adequate reserve - i.e., statutory replacement reserves - until 1 January 2000. By the beginning of 1997, however, the association must have collected at least 25% of the amount the law will require it to have in reserves by 1 January 2000. The association will have to collect the remaining 25% by 1 January 2000. Moreover, starting in 1994, the association board must fully disclose the amount of reserves the association will need by 1 January 2000 to establish an adequate reserve by that date. The association also must disclose how much of that amount it will collect each year prior to 1 January 2000. Note: Rule 16-107-3 only requires an association to collect at least 50% of an adequate replacement reserve by that date.

For example, if an existing association's reserve study indicates that an adequate reserve for the association on 1 January 2000 will be \$200,000, the law requires the association to have at least 50% of that amount by that date, i.e. \$100,000. If the association has no reserve on 1 January 1994, this rule requires the association to fully disclose how much of the \$200,000 the board intends to collect each budget year prior to 1 January 2000. Moreover, the association will have to have collected at least \$50,000 by 1 January 1997, and will have to collect sufficient funds thereafter, to ensure the statutory minimum (50% of an adequate reserve) is met by 1 January 2000. The rule permits the board to collect the whole \$100,000 during 1999, provided the board fully discloses its intent.

Second, regardless of the actual age and estimated useful life of an asset, the association's reserve study may calculate the asset's estimated age and useful life as of 1 January 1994, the date on which an association must normally begin collecting reserves. (Note, however, that the association may decide to defer actual collection of reserves until as late as 1999, under the transitional rules stated in subsection "(a)" of this section). Because of the way an adequate reserve is defined, the rule stated in subsection "(b)" can reduce the initial reserve contribution required for an older asset, especially if an association has not previously established a reserve for the asset.

The difference can be seen using a hypothetical example of an existing asset which has an estimated useful life of 30 years, is already 20 years old on 1 January 1994, and has a replacement cost of \$100,000. Under the standard method of calculation, on 31 December 1994 an adequate reserve for that asset would be \$70,000 ($\$100,000 \times 21/30$ - see the definition of adequate reserve). If an association had not already established a reserve for that asset, the contribution required to establish an adequate reserve by 31 December 1994 would be \$70,000. (Note, however, that to establish statutory replacement reserves would require only 50% of that amount, or \$35,000.) The annual reserve contribution for each of the next nine years would be \$3,333 ($\$30,000$ divided by 9) for an adequate reserve, or fifty percent of that amount for a statutory reserve.

If the association adopts the method of calculation permitted by subsection "(b)," the adequate reserve contribution required by 31 December 1994 for the same asset would be only \$10,000 ($\$100,000 \times 1/10$), or \$5,000 for a statutory reserve. Each subsequent annual contribution, however, will be \$10,000 ($\$90,000$ divided by 9) - higher than in the first example - because the method of calculation permitted by subsection "(b)" requires annual contributions to be made over a shorter time frame.

Third, subsection "(c)" recognizes that not all associations have a budget year which begins on the first of every year. For example, under subsection "(c)", an association whose budget year began on 1 May 1994 could begin collecting reserves as of that date. The association could also calculate asset age as of that date, not 1 January 1994, and make its final contribution to establish fifty percent of an adequate reserve by 31 December 1999, since the law specifically requires that amount to be collected by 1 January 2000.

§16-107-5 Calculation of estimated replacement reserves; reserve study; good faith. (a) A board of directors of an association shall calculate the association's estimated replacement reserves based on a reserve study developed in compliance with this section.

(b) The board shall compile a list of the association's assets. If the association's decla-

ration and bylaws fail to clearly state whether a particular part of a condominium project is association property, the board may adopt a policy resolution allocating responsibility for that part to the association, an individual owner, or individual owners. The board's policy resolution shall be based on Chapter 514A, Hawaii Revised Statutes, the project's declaration and bylaws, and any other applicable legal requirements or documents. The policy resolution shall clearly indicate whether the part in question is:

- (1) An asset of the association;
- (2) The responsibility of an individual owner or individual owners, but less than all owners;
- (3) Includes property in categories (1) and (2), such as a plumbing or electrical system.

The policy resolution shall state the basis of the board's decision and shall be effective to determine reserves responsibility for the part in question until changed by the board or by an amendment to the declaration or bylaws.

(c) The board shall determine the estimated useful life of each asset, based on at least one of the following:

- (1) The association's past experience with the asset;
- (2) Any publication, such as the commission's Reserve Manual; "Life Cycle Cost Data" (McGraw-Hill, New York 19__); or "Repair & Remodel Quarterly" (Marshall & Swift, Los Angeles 19__), which provides statistics of the estimated useful lives of items similar or comparable to the asset;
- (3) The estimate of any Hawaii licensed contractor or an authorized supplier for: the asset; any item similar or comparable to the asset; or any materials or services for the asset's upkeep, repair or replacement; or
- (4) Any warranty provided by the supplier, installer, manufacturer, or builder of: either the asset in question or any services relating to its installation, upkeep, repair, or replacement.

(d) The board shall calculate the estimated capital expenditure or major maintenance required for each asset, based on at least one of the following, adjusted for inflation:

- (1) The association's past experience with expenses relating to the asset;
- (2) Any publication, such as the commission's Reserve Manual; "Life Cycle Cost Data" (McGraw-Hill, New York 19__); or "Repair & Remodel Quarterly" (Marshall & Swift, Los Angeles 19__), which provides statistics on the estimated capital expenditure or major maintenance, required for the asset or items similar or comparable it; or
- (3) The estimate of any Hawaii licensed contractor or an authorized supplier of the asset, any item similar or comparable to the asset, or any materials or services for the asset's installation, upkeep, repair or replacement;

(e) Each year, the board shall adjust its estimated replacement reserves for an asset based on reasonable projections for inflation and for interest which will be earned during the estimated life of the asset. Adjustments for inflation shall not assume an annual inflation rate less than that of the Honolulu Consumer Price Index for All Urban Consumers for the prior year. Adjustments for interest earned shall not exceed the prior year's average interest rate for Seven-Year United States Treasury Bills.

(f) If a board collects less than one hundred percent of the association's estimated replacement reserves for a budget year, the association's budget, reserve study, and records shall clearly and prominently indicate:

- (1) That based on the association's reserve study, the association does not have an adequate replacement reserve;
- (2) The total amount the association's reserve study indicates will be an adequate replacement reserve for the association at the end of the current budget year;
- (3) The total amount the association will have collected at the end of the current budget year.

(g) Any association, or any apartment owner, director, officer, managing agent, or employee of the association who calculates the association's estimated replacement reserves as provided in subsections (b), (c), (d), and (e) shall be deemed to have acted in good faith if the calculations subsequently prove incorrect; provided that an association board, director, officer, or managing agent must also make the disclosures required by the subsection (f) to be deemed to have acted in good faith. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment: This section outlines the three basic steps for a reserve study: (i) identify the property for which the association must establish reserves; (ii) determine the expected useful life of the property; and (iii) estimate how much it will cost to maintain, repair, or replace. Although determining the association's responsibility for various parts of the project is often thought to be the easiest part of a reserve study, poorly drafted documents can present serious problems. That is especially true for those associations in which owner apathy makes document amendments difficult or impossible. Therefore, subsection "(b)" permits the board to adopt a policy resolution to allocate responsibility for reserves purposes, if the association's declaration and bylaws fail to clearly state whether a particular part of a condominium project is association property. The resolution must be based on an interpretation of the law and the project documents. The owners may override the board's policy resolution by amending the documents.

The Legislature has indicated an intent that the reserves process should not be made so complex that only professionals can prepare a study.

Therefore, Subsections (c) and (d) give an association a broad range of sources for determining useful lives and anticipated replacement costs.

Adjustments for inflation can be made: (i) long-term, as part of the initial calculation of replacement cost or maintenance cost; or (ii) short-term, every year when the reserve study is re-examined as part of the budget process. Many people will find (ii) a simpler procedure. Overly optimistic long-term projections of inflation or interest income may undermine a claim of good faith if they distort reserve projections. Therefore, a reserves study should be realistic in its long-term projections.

The reserve account records and reserve study must clearly disclose if an association has less than 100% of an adequate reserve. Failure to disclose underfunding may prevent the application of the good faith exemption. Anyone who follows the basic procedures of this section and fits within the class of persons allowed a good faith exemption should be entitled to the exemption.

§16-107-6 Indemnification and insurance. (a) On behalf of an association, its board of directors may indemnify and defend an apartment owner, managing agent, or employee of the association against any claims arising out of the preparation of the association's reserve study. The board may only provide indemnification if the board reasonably determines that the apartment owner, managing agent, or employee acted in good faith in accordance with Section 16-107-5.

(b) At association expense, the board may also obtain insurance coverage for any apartment owner, managing agent, or employee for the cost to indemnify or defend them against claims arising out of the preparation of the association's reserve study.

(c) Nothing in this section shall be deemed to limit a director's or officer's right to indemnification under any provision of the law, the association's declaration or by-laws, or other documents affecting the project.

Comment: Typically an association board and its members, including officers, will be entitled to indemnification under the association's declaration or bylaws. Therefore, the board and its members should be entitled to indemnification if they are subject to claims arising out of their good faith preparation of a reserve study.

In contrast, many association documents do not entitle owners, employees, or even the association's managing agent to indemnification in that situation. Nor will the association's directors and officers insurance always cover such persons or entities. This section tries to encourage them to assist in the association's reserve study by providing authority to indemnify and insure them, at the option of the board.

§16-107-7 Fund accounting for each part of the association property; use of separate funds for other than stated purpose. (a) An association shall establish at least one reserve account for its replacement reserves. Within each reserve account, however, the association shall establish a separate designated fund or funds for each asset for which estimated capital expenditures or major maintenance will exceed \$10,000. The association may combine replacement reserves for all other assets into a single, aggregated fund in the reserve account.

(b) For each of the separate, designated funds, the association's records for the reserve account shall state:

(1) The purpose of the each fund or the asset for which it is established; and

(2) The amount of the replacement reserves allocated to each fund;

provided, the association need not comply with subsection (1) for the single, aggregated fund. Instead, the reserve account records may state the purpose of the fund as "miscellaneous," or a similar term, and indicate the amount in the aggregated fund. Regardless, elsewhere in its records the association shall list the assets for which the aggregated fund is established.

(c) The association board shall use replacement reserves allocated to a particular fund only for the stated purpose of that fund, except:

(1) In an emergency or emergency situation the board may use the replacement reserves in any fund for any legitimate association purpose, provided the association follows the procedures of Section 514A-83.6(f) for notice to owners; and

(2) The board may at any time use up to fifty percent of the replacement reserves in any fund for the stated purpose of any other fund. In that case, the association records shall indicate the change in use of the funds but the board need not comply with the procedures of Section 514A-83.6(f) for notice to owners.

(d) If a board collects less than one hundred percent of the association's estimated replacement reserves, the association's reserve account records shall clearly indicate how the board has allocated those reserves among each of the separate, designated funds. The board may fund each of designated fund by an equal percentage, fund them by varying percentages, or fully fund some and not fund others at all. Regardless of the option chosen, the reserve account records must indicate the allocation of funds adopted by the board. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment:: This rule outlines another basic principle of the the reserve law: an association need have only one reserve account but shall allocate the money within that account to separate funds for each major asset. The separate funds allow the association to keep track of its reserves for each major asset. Less costly assets may be aggregated into one fund. Except for the aggregated fund, the association reserve records must indicate the purpose of each reserve fund and the amount

in it. Since the aggregated fund may be for a large number of purposes, those purposes need not be indicated in the reserve records but must be recorded somewhere in the association records. If the association does not fully fund its reserves, the records must also indicate the amount in each separate fund.

Although the rules require separate funds for particular purposes or assets, in an emergency or emergency situation the board may disregard those purposes and use the funds for any legitimate association purpose, after notice to the owners. Otherwise, the rules permit the board to use up to fifty percent of any fund for the purpose of any other fund with no notice to owners beyond a notation in the association records. This means that a board may use up to fifty percent of all funds in the replacement reserve account for other than their stated purposes without having to notify owners.

§16-107-8 Emergencies and emergency situations. (a) An association whose total replacement reserves have been substantially depleted by an emergency shall have three years to re-establish a minimum of fifty percent of an adequate reserve. The three years shall be calculated from the date of the payment which substantially depletes the association's reserve.

(b) The board shall have the discretion to assess the owners in monthly, quarterly, or yearly instalments to re-establish an adequate reserve.

(c) In an emergency situation subject to Section 514A-83.6(f), the board shall calculate the twenty percent limit of that section based on the association's total annual operating budget for the budget year when the expense will occur. The board must notify the owners if an expense required because of an emergency situation will exceed the twenty percent limit, but the board need not obtain owner approval for the expense. Prior to 1 January 2000, the board of an existing association shall not be subject to the twenty percent limit.

(d) Section 514A-83.6(f) shall only limit a board's right to exceed its annual operating budget during the budget year to which the budget relates. The section shall not limit the board's right to increase an annual operating budget by more than twenty percent over the annual operating budget of the previous year. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment:: The three years to re-establish a substantially depleted reserve must be calculated from the date the association makes the payment which substantially depletes its reserve (see definition of "substantially deplete", above).

The section also states that although the board must follow a procedure to inform the owners if the board will exceed its budget by more than 20% in emergency situations, the board does not need the owners'

permission to exceed its budget. The section clearly states that the 20% percent means 20% of the total annual operating budget, not 20% percent of the amount budgeted for the asset or item for which the emergency expense must be made.

§16-107-9 Contingency reserves. Nothing in these rules shall prohibit a board from establishing a contingency reserve in compliance with this section. Unless an association's declaration or bylaws provide otherwise, the board of directors may establish a contingency reserve in an amount the board considers appropriate, based on: the age of the project; its maintenance history; plans for additions or improvements to the project; or any other factors the board deems relevant. The contingency reserve shall be subject to all the requirements relating to reserves except the requirements of Sections 16-107-3, 16-107-4, 16-107-5, 16-107-7(c) and (d), 16-107-8, and 16-107-10. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

§16-107-10 Conflict of Chapter 514A and these rules with association declaration or bylaw requirements. (a) Chapter 514A, HRS, and these rules shall override any contrary provisions in an association's declaration, bylaws, or other governing documents regarding: spending limits for maintenance, repair, or replacement; increases in assessments; reserves; reserve funds; reserve accounts; or disclosure to owners. Except as stated in subsection (b), limits or spending or assessments shall not restrict the board's right to spend or assess for items required by the association's reserve study.

(b) Chapter 514A, HRS, and these rules shall not override any contrary provisions in an association's declaration, bylaws or other governing documents:

- (1) Requiring the board to collect more than fifty percent of an adequate reserve; or
- (2) Restricting a board's right to assess or spend to upgrade a project for such things as additions, alterations, or improvements.
- (3) Requiring a board to repair or maintain assets more frequently than the law, these rules, or the association's reserve study requires. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment:: This section states the basic rule: the law and rules will prevail over any more restrictive provisions to the contrary in the association's declaration or bylaws. The Legislative history of Act 189 (SLH 1992) indicates a clear intent to set a minimum standard of reserves and maintenance and repair. Therefore, the project documents may not further reduce that standard. Nevertheless, to the extent that the declaration or bylaws: (i) require more than fifty percent of an adequate reserve; (ii) restrict a board's right to spend for more than maintenance

nance, repair, or replacement costs (i.e. the right to improve or add to the property); or (iii) require the board to maintain the project to a higher standard, those provision will apply. Note that the whole purpose of the reserves law is to set minimum standards and require the board to assess and spend to adequately maintain the property. Therefore, except as provided in subsection (b), the law and these rules override assessment and spending limits to the extent they restrict the board's authority to assess and spend in accordance with the association's reserve study.

§16-107-11 Reserve funds non-transferable. Reserve funds which an association collects from apartment owners become the property of the association. An owner who sells an apartment shall have no right to reimbursement of the reserve funds from either the purchaser of the apartment or the association. The reserve funds shall not be conveyed or transferred separately from the apartment to which they relate. Instead, they shall be be deemed conveyed or transferred with the apartment, even though they are not specifically mentioned in any conveyance, assignment, or transfer of the apartment. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

§16-107-12 Exempt association property; disclosure, transition to association property.

(a) The association's reserve study shall clearly disclose all parts of the association property which are not included in the reserve study because they are exempt associaton property. The reserve study shall also contain a brief explanation of why such property is not included in the study.

(b) An asset which is deemed to be exempt association property because its estimated remaining life is more than 20 years shall become association property on the date its estimated remaining life becomes less than 20 years, referred to in this section as the "transition date." The asset shall be included in the association's reserve study for the first budget year after the transition date.

In calculating an adequate reserve for the asset after the transition date, the association may disregard the asset's actual age. Instead, the association may assume that at the beginning of the first budget year after the transition date, the asset's estimated age is zero and its estimated useful life is the same as its estimated remaining life. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment: The association's reserve study must clearly disclose which parts of the association property are not included in the reserve study. The study must further disclose the reasons for exclusion, namely, that

the the asset is inexpensive or has an estimated remaining life of more than 20 years (the two grounds for exclusion given in the definition of exempt association property). Of course, the association must first analyze all association property before determining what property may be excluded.

Eventually, exempt association property will become association property when the passage of time causes its estimated remaining life to drop below 20 years. At that point, the property is no longer exempt and must be included in the association's reserve study for the following budget year.

Nevertheless, regardless of the actual age and estimated useful life of an asset, the association's reserve study may calculate the reserve contribution for the asset as if it were new on the date it becomes part of the reserve study. That rule can reduce the initial reserve contribution required for an older asset, especially if an association has not previously established a reserve for the asset.

The difference can be seen using a hypothetical example of an existing asset which has an estimated useful life of 50 years, becomes 30 years old on 1 January 2010, has an estimated remaining life of 20 years and an estimated replacement cost of \$100,000. Under the standard method of calculation, an adequate reserve on 31 December 2010 for that asset would be \$62,000 ($\$100,000 \times 31/50$). If an association had not already established a reserve for that asset, the adequate reserve contribution by 31 December 2010 would be \$62,000 (or 50% of that amount - \$31,000 - for a statutory reserve). If the association adopts the method of calculation permitted by subsection "(b)," the adequate reserve contribution required by 31 December 2010 for the same asset would be only \$5,000 ($\$100,000 \times 1/20$), although subsequent annual contributions will be higher than in the first example. In effect, the asset is deemed to be only 1 year, not 31 years old on 31 December 2010.

§16-107-13 Borrowing and special assessments to fund replacement reserves. (a) An association board shall always collect sufficient funds to establish at least fifty percent of an adequate replacement reserve for the association by the end of each budget year. As long as the board meets that requirement, the board may:

- (1) Transfer funds between the separate, designated funds required by §16-107-7, subject to the requirements of that section;
- (2) Borrow funds, subject to the requirements of Section 514A-82.3, Hawaii Revised Statutes; and
- (3) Specially assess the apartment owners;

to pay the cost to maintain, repair, or replace assets of the association. This section shall apply

if the board underestimates the reserve requirements for an asset, or if the cost to maintain, repair, or replace an asset will reduce the association's reserve funds to less than fifty percent of an adequate replacement reserve during any budget year. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment: The 1992 amendments to Section 514A-83.6 require an association to collect only fifty percent of an adequate replacement reserve ("statutory replacement reserves"). Nevertheless, they are clear that the association must reach

that level of funding at the end of each year, regardless of the association's expenses for reserves during a budget year. Therefore, each year, the board must collect sufficient funds to have at least fifty percent of an adequate replacement reserve in the association's reserve account. (Note that for this purpose, reserve funds do not include borrowed funds but must be cash or cash equivalents.)

On the other hand, the board has the option of relying on special assessments or borrowing for the remainder of the association's reserve requirements. The board has the same option if its calculations to establish an adequate reserve for an asset proved incorrect. Given the imprecise nature of reserve calculations, a shortfall in funds may be common, despite good faith efforts by the board.

The final sentence of the section specifically recognizes a potential hardship for an association which collects only the minimum 50% reserve. Having to maintain at least fifty percent of its reserve funds in cash or cash equivalents may require the association to make large assessments if it spends a significant amount of its replacement reserves in a single budget year. In essence, the fifty percent minimum funding requirement of the law may require an association with inadequate reserves to collect \$1 for every \$2 it spends during a budget year.

Example: An association's adequate reserve requirement is \$500,000, but the association has only \$250,000 of that amount in cash, as the law permits. The association's reserve account designates \$200,000 of the \$250,000 to replace its roof in 2001 (i.e. after the transition period ends on 1 January 2000). In 2001, the association replaces its roof on schedule. If the association spends all of the \$200,000 designated in its reserve account for the roof, large assessments will be necessary to re-establish fifty percent of an adequate replacement reserve in cash by the end of 2001.

Replacing the roof will reduce the association's reserve requirements during 2001 by \$200,000, from \$500,000 to \$300,000 (to which must be

added, however, the funds required during 2001 for the other association assets). Nevertheless, spending the \$200,000 will also reduce the association's reserve funds by \$200,000, from \$250,000 to \$50,000 (plus whatever the association collects during 2001).

Thus, by the end of 2001, the association will only have \$50,000 in reserves, but need at least \$150,000 (i.e., fifty percent of its adequate reserve requirements of \$300,000). Therefore, the association must collect at least \$100,000 by the end of 2001 to reach the statutory minimum of \$150,000 (plus whatever else the reserve study indicates is necessary for other assets).

To reduce the hardship, the board can fund the expenses for the roof by borrowing or special assessments. Even if the association has designated a specific fund in its reserve account for the asset, the board may also transfer the money in that fund to other designated funds. Essentially, the section permits the board to use cash on hand, special assessments, borrowing, or a combination of the three to replace the roof and reduce the hardship on the owners.

§16-107-14 Leasing of association property. A board may lease rather than buy property to repair or replace assets of the association. Property which meets the definition of association property shall be deemed an asset of the association and must be included in the association's reserve study, regardless of whether the association owns or leases the property. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

Comment: The board has the option of leasing property and this section specifically recognizes that right. Although not owned by the association, leased property, must often be maintained and repaired by the association. Eventually, leased personal property and fixtures must also be replaced. Therefore, leased property must be included in the association's reserve study.

§16-107-15 Distribution of budgets and reserve studies. An association's board shall distribute the annual operating budget required by Section 514A-83.6(a), Hawaii Revised Statutes, at least 30 days before the date of the association's annual meeting. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-83.6).

§16-107-16 Enforcement. (a) If an association board fails to prepare an annual operating budget or reserves study in compliance with the requirements of Section 514A-83.6 or these rules, an association member may enforce those requirements through arbitration or litigation. The association member may collect the costs of enforcement in compliance with the procedures provided in Section 514A-94, HRS, including fees and costs incurred by the owner. If an

arbitrator or judge determines that a board or board member has breached a fiduciary duty by intentionally ignoring the requirements of Section 514A-83.6, HRS, or these rules, the judge or arbitrator may award the owner's fees and costs of enforcement against the board or board members, rather than against the association. [Eff / /] (Auth: HRS §514A-83.6; §514A-99) (Imp: HRS §514A-82.4; HRS §514A-83.6).

Comment: Section 514A-83.6(h) puts the burden of enforcing the reserve requirements on the owners. The Real Estate Commission does not enforce those requirements, although it may request a copy of the association's annual operating budget (see Section 514A 83.6(e), HRS). Thus, owners may face a considerable burden if their board fails to follow the reserve requirements. This rule allows an arbitrator or judge to impose the costs of enforcement directly against the board in a proper case, where the board has intentionally failed to follow the law or rules.

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